



## GENERAL TERMS AND CONDITIONS OF SALE

(Version in effect as of December 1, 2024)

### 0. PREAMBLE

Camping Montacabana specializes in the rental of leisure accommodations located at 32 Avenue de Joinville le Pont, 33930 Montalivet Les Bains.

Camping Montacabana markets its services through the website **montacabana.com**.

The list of services offered by the Seller is available on the website mentioned above.

The Parties agree that their relationship will be governed exclusively by this rental contract and the campsite's internal regulations, as displayed on the website and at the campsite entrance, to the exclusion of any other terms.

Camping Montacabana reserves the right to amend these General Terms and Conditions of Sale at any time by publishing a new version on the website. The applicable terms and conditions are those in effect on the date the order is validated. The Parties also agree that the photos on the website **montacabana.com** are non-contractual.

### 1. DEFINITIONS

The following terms, when capitalized, shall have the meanings defined below for the purposes of interpreting and executing this agreement:

- **"The Establishment" or "the Seller"**: refers to Camping Montacabana.
- **"Client"**: any adult natural person making a reservation at Camping Montacabana for personal use.
- **"Campers"**: users of campsites other than those reserved annually for rental.
- **"Pitches"**: sites available for setting up the Client's tents, caravans, or motorhomes.
- **"Rental Units"**: all types of accommodations (cabins, lodges, mobile homes, etc.) other than pitches offered for rental.
- **"Order"**: the Client's request for Services from the Seller.
- **"General Terms and Conditions of Sale"**: these terms and conditions.
- **"Contract"**: this document, including its preamble and annexes, as well as any amendments, substitutions, extensions, or renewals agreed upon by the Parties.
- **"Price"**: the unit price of a Service in euros, inclusive of all taxes.
- **"Total Price"**: the total sum of all Service Prices for the Order, inclusive of all taxes.
- **"Service"**: any service offered for sale on the Site.
- **"Site"**: the online sales platform **montacabana.com** used by the Seller for marketing its services.
- **"Order Validation"**: has the meaning defined in Article 7.
- **"Online Sale"**: the marketing of the Seller's Services via the Site.

References to articles are references to this Contract unless otherwise specified. Any reference to the singular includes the plural and vice versa. Any reference to one gender includes the other.

### 2. PURPOSE

The purpose of this Contract is to define the rights and obligations of the Parties concerning the services offered by the Seller to the Client.

This agreement is conditional upon full payment of the Price no later than 30 days prior to the Client's scheduled arrival and the Client's actual arrival at their site no later than one day after the scheduled



arrival date unless the Client has validly notified the Seller of their delay no later than one day after the scheduled arrival date.

### **3. SCOPE**

These General Terms and Conditions of Sale are reserved exclusively for consumers, as defined by law and jurisprudence, acting solely for personal purposes.

In accordance with Article L. 111-1 of the Consumer Code, the essential characteristics and prices of the Services sold are available on the Site or displayed at the campsite entrance. Prices are also available upon request.

The Seller provides the Client with information regarding its identity, postal address, phone, and email contact details, and activities.

These General Terms and Conditions of Sale apply to all sales of Services by the Seller conducted via the Site.

### **4. BOOKING CONDITIONS**

A reservation becomes effective only upon the Seller's agreement, after receipt of the deposit and the properly completed and signed booking contract, or after acceptance of the General Terms and Conditions of Sale during online booking.

Reservations are binding on the Seller only if accepted, which is at its discretion, based on availability or any other circumstances that might hinder the fulfillment of the booking. The Seller offers family-oriented stays, meaning accommodations are specially designed for this purpose. The Seller reserves the right to refuse any reservation that contradicts or attempts to circumvent this principle.

The booking of a campsite pitch or accommodation is strictly personal. Subletting or transferring a reservation is prohibited without the prior consent of the Seller.

### **5. RENTAL**

Rental accommodations are fully equipped. The rental package includes the number of people (including infants) specified during booking, up to a maximum of six, depending on the type of accommodation.

The Seller reserves the right to deny access to the campsite for groups or families arriving with more participants than the accommodation capacity allows.

All rental units are non-smoking.

### **6. PRICES**

Rental prices are available on our website **montacabana.com**.

Rented accommodations include kitchenware, tableware, and bedding. Sheets and towels are not included in the basic package. Gas, electricity, and water are included.

Prices on the establishment's website and partner sites may change without notice. Only the price stated in the written booking confirmation is binding.

Prices include VAT applicable on the booking date. Any change in VAT rates will automatically adjust the invoiced price.

Certain promotional offers are exclusively available online and cannot be obtained at the reception of Camping Montacabana.



### **Tourist Tax and Waste Management Fee**

The tourist tax is set by municipal decision (per person per day), as detailed on **montacabana.com** and displayed at the campsite entrance. It must be paid directly at the campsite unless prepaid online, where it may be included. This tax is subject to change during the year and may impact the total stay cost accordingly.

### **Waste Collection Fee**

To cover the cost of waste collection during the stay, a waste collection fee of €1 per night per pitch or rental will be charged to each guest.

- For reservations made more than 30 days before the start of the stay, a deposit of 30% of the total amount of the reserved services must be paid upon booking. The balance must be paid no later than 30 days before the scheduled arrival date at the campsite.
- For reservations made less than 30 days before the start of the stay, full payment must be made at the time of booking.

Phone reservation fees are €15 for stays of 1 to 5 nights and €30 for stays of 6 nights or more.

Online reservation fees are €12 when booking via **montacabana.com**.

Reservation fees are due at the time of booking.

## **7. ORDERING SERVICES AND STEPS FOR ONLINE BOOKING**

To place an order, the Client must follow these steps:

1. Access the Site's URL.
2. Follow the instructions on the Site, including those required to create a customer account.
3. Complete the order form. Prolonged inactivity during the session may result in the loss of selected services. The Client will need to restart the selection process.
4. Verify the order details and correct any errors if necessary.
5. Confirm the order and the total price (referred to as the "**Order Confirmation**").
6. Follow the instructions for online payment by entering payment details.

The Client will receive an electronic acknowledgment of receipt, confirming the order ("**Order Confirmation**").

## **8. PAYMENT TERMS**

The Client may pay the price and any deposit using one of the following methods: holiday vouchers, bank transfer, credit card, or e-card.

To guarantee the reservation and payment, the Client must provide valid credit card details. The campsite may request the Client to present an ID to prevent fraud.

The transaction will be immediately debited from the Client's card after verifying the details and receiving authorization from the issuing bank.

Under Article L. 133-8 of the French Monetary and Financial Code, payment orders cannot be revoked once received by the service provider. By completing the transaction, the Client confirms ownership of the card being used and ensures the details provided are accurate.



If the payment or deposit cannot be processed, the online booking will automatically terminate, and the order will be canceled.

The Client is solely responsible for choosing services that meet their needs; the campsite cannot be held liable for unsuitability in this regard.

## **9. CANCELLATION OR MODIFICATION OF BOOKINGS**

Reservations can be modified free of charge up to 30 days before the original arrival date, subject to availability.

All modification requests (e.g., dates, accommodation type) must be submitted in writing by the Client and are subject to the Vendor's approval.

If the Client does not notify the Vendor of a delayed arrival, the accommodation may be released for resale 24 hours after the scheduled arrival date. In such cases, the Client forfeits the booking without refund.

Any stay canceled, interrupted, or shortened (e.g., late arrival or early departure) by the Client will not be eligible for a refund.

If the cancellation is due to the Vendor (except in cases of force majeure), the stay will be fully refunded without additional compensation.

If administrative restrictions prevent the campsite from welcoming guests, the Vendor will fully refund the Client's stay. Similarly, if the Client is unable to access the campsite due to:

- Border closures,
  - Government-imposed travel restrictions,
- the Vendor will fully refund the stay.

## **10. SUBSCRIPTION TO CANCELLATION INSURANCE**

Camping Montacabana offers cancellation insurance in partnership with Neat. Refunds will not be processed by the Montacabana Camping but by Neat, following a claim declaration, provided the cancellation falls under the insured causes outlined in the policy. Detailed insurance terms are available on our website.

## **11. THE STAY**

### **Internal Regulations**

To ensure the comfort of all guests, the internal regulations, available at **montacabana.com**, can also be consulted at the campsite reception. By placing an order, the Client acknowledges having read, accepted, and agreed to abide by these rules. Failure to comply with the regulations may result in penalties, including contract termination. Guests are reminded that absolute silence is required between 11:00 PM and 8:00 AM.

### **Arrival**



- **For rentals:** Check-in begins at 4:00 PM.
- **For pitches:** Check-in begins at 2:00 PM.

At check-in, a €300 deposit (including VAT) will be required to cover potential damages and cleaning costs. An inventory is available in each rental unit. Any dissatisfaction regarding the condition or cleanliness of the accommodation must be reported to the Vendor within 24 hours of arrival. No complaints will be accepted after this period.

During the stay, renters are responsible for their personal belongings (e.g., bicycles) and must ensure their security. The campsite disclaims liability for incidents under the Client's civil responsibility.

All guests must adhere to the internal regulations, including but not limited to:

- Minors must be accompanied by their legal guardians.
- Only gas or electric individual barbecues are allowed.
- A maximum of one pet is permitted per rental, subject to a daily fee. Vaccination records must be presented upon arrival. Category 1 and 2 dogs are prohibited. Dogs must be leashed within the campsite and must not cause disturbances (noise or otherwise).

The primary renter is responsible for the behavior and actions of their companions and visitors. Upon request, the Client must provide proof of valid civil liability insurance.

## Departure

- **For rentals:** Check-out must occur before 10:00 AM. A departure inspection appointment must be scheduled at least 48 hours in advance but no later than the day before departure.
- **For pitches:** Check-out must occur before 11:00 AM.

Failure to vacate accommodations on time will result in an additional night's charge at the current rate.

Accommodations must be returned in perfect condition, with cleaned and stored dishes as on arrival. The Client will be charged for broken, damaged, or missing items, as well as any necessary repairs or cleaning.

If damages are found, the Vendor reserves the right to retain the deposit for up to one month to cover repairs, with justification provided to the Client. If damages exceed the deposit amount, the Client will be billed for the remaining balance. If no damages are found, the deposit will be refunded in full within 10 days.

For Clients who have opted for a cleaning service, the accommodation must still be left in good general condition (e.g., dishes cleaned and stored, trash emptied, linens and towels placed in designated areas). Failure to do so will result in an additional cleaning fee equal to the service rate already paid.

For Clients without a cleaning service, accommodations must be thoroughly cleaned and tidy for the next guest. If cleaning is not adequately performed, a minimum cleaning fee of €95 (including VAT) will be deducted from the deposit, and additional charges may apply if costs exceed the deposit amount.

## 12. INTELLECTUAL PROPERTY RIGHTS



The Vendor's trademark, Montacabana, along with all related logos, designs, and packaging, remain the exclusive property of the Vendor, whether registered or not. Any reproduction, modification, or use of these elements, in part or in full, on any medium, without prior written consent from the Vendor, is strictly prohibited.

The same applies to the combination of these elements with other trademarks, symbols, or logos to create a composite design. Copyrights, designs, models, and patents owned by the Vendor are also protected.

By staying at Camping Montacabana, the Client authorizes the Vendor or its representatives to photograph, record, or film them during their stay. These images, sounds, or videos may be used on any platform (e.g., the Vendor's website, social media like Facebook, Instagram, TikTok, and YouTube, as well as promotional materials and travel guides).

This authorization applies to the Client and their companions, solely for promoting and showcasing the Vendor and Camping Montacabana. It will not harm the Client's reputation. This authorization is granted free of charge, globally, and for a duration of 5 years.

### **13. DATA CONFIDENTIALITY**

Certain information is mandatory and necessary for processing the Client's request. Failure to provide responses to mandatory fields may hinder proper handling of the file.

The Vendor processes and uses Client data only as necessary to contact them, handle their requests, create and manage their user profile, grant access to online services, or conduct statistical studies.

Personal information is retained for as long as necessary to fulfill the services, except when:

- The Client exercises their right to delete their data under the conditions outlined below.
- A longer retention period is permitted or required by legal or regulatory provisions.

During this period, the Vendor implements all necessary measures to ensure the confidentiality and security of personal data, preventing damage, erasure, or access by unauthorized third parties. Access to the Client's personal data is strictly limited to the Vendor's staff and, where applicable, its subcontractors. Subcontractors are bound by confidentiality obligations and may only use the Client's data in accordance with the Vendor's contractual terms and applicable law.

Apart from these circumstances, the Vendor agrees not to sell, rent, transfer, or grant access to personal data to third parties without the Client's prior consent, except when legally required (e.g., to combat fraud or abuse, comply with legal obligations, or exercise legal rights).

In accordance with the French "Informatique et Libertés" law of January 6, 1978, as amended, and the European Regulation No. 2016/679/EU of April 27, 2016, the Client has the right to access, rectify, port, and erase their data or limit its processing. Clients may also object to the processing of their data for legitimate reasons.

Clients may exercise their rights by providing valid proof of identity and contacting François Martin at **[contact@montacabana-camping.fr](mailto:contact@montacabana-camping.fr)**.

If the Client no longer wishes to receive updates and solicitations from the Vendor (via phone, SMS, mail, or email) or invitations, they may indicate so via the dedicated link, by modifying their preferences online, or by contacting the Vendor directly. The same applies to promotional updates, invitations, or offers from the Vendor's partners.



For additional information or complaints, the Client may contact the **Commission Nationale de l'Informatique et des Libertés** (more information at [www.cnil.fr](http://www.cnil.fr)).

#### **14. FORCE MAJEURE**

The Vendor's obligations under this Contract will be suspended in the event of force majeure that prevents or delays their execution.

The Vendor will notify the Client of such an event within two days of its occurrence.

If the suspension of the Vendor's obligations continues for more than half the duration of the stay, the Client may terminate the ongoing Booking. The Vendor will refund the Booking in accordance with Article 9.

#### **15. INDEPENDENCE OF PARTIES**

Neither Party may make commitments on behalf of or for the account of the other. Additionally, each Party remains solely responsible for its own statements, commitments, services, products, and personnel.

#### **16. NON-WAIVER**

Failure by one Party to enforce any provision or obligation under this Contract shall not be interpreted as a waiver of the right to enforce it in the future.

#### **17. NOTIFICATIONS**

All notifications related to this Contract shall be deemed valid if sent via registered mail with acknowledgment of receipt to the following addresses:

- To the Vendor: **Camping Montacabana – 32 Avenue de Joinville le Pont, 33930 Montalivet les Bains**
- To the Client: [Client's Address].

#### **18. CLAIMS AND AMICABLE DISPUTE RESOLUTION**

Under Article L. 612-1 of the Consumer Code, "Every consumer has the right to free recourse to a consumer mediator to resolve a dispute with a professional amicably."

Disputes covered by Article L. 612-1 of the Consumer Code include contractual disputes related to the execution of a sales or service contract between a consumer and a professional. This applies to both national and cross-border disputes.

For any issues, the Client is invited to contact us first:

- Phone: **07 67 45 79 52**
- Email: **contact@montacabana-camping.fr**

Within one year of contacting our services, the Client may have their case examined by a mediator at the following address:

**CM2C - Centre de la Médiation de la Consommation de Conciliateurs de Justice, 14 rue Saint-Jean, 75017 Paris.**

Clients may, at their own expense, seek assistance from a legal advisor.





## 19. GOVERNING LAW AND JURISDICTION

These General Terms and Conditions of Sale and the internal rules of the establishment are governed by French law.

In the event of a dispute concerning the interpretation, application, or consequences of these Terms and Conditions or related acts, the Client shall first attempt to resolve the issue amicably with Camping Montacabana.

If no amicable solution is found, the **Tribunal of Bordeaux** shall have sole jurisdiction.

## 20. LANGUAGE OF THE CONTRACT

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

## 21. LEGAL INFORMATION

Camping Montacabana: **SAS Moumy**, with a share capital of €80,000. SIREN: **880 899 448**. APE Code: **55 10 Z**.