

# Terms and Conditions of Sales of Détente et Clapotis

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**In order to be able to benefit from the services provided by Détente et Clapotis, we ask that you read the terms and conditions below, carefully. These conditions govern the sale of holidays and are valid at the time the order is placed. Booking a stay implies full acceptance of these terms and conditions and of the campsite rules.**

## BOOKING CONDITIONS

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The reservation only becomes effective with the agreement of the campsite, after receipt of the deposit and either upon receipt of the booking contract duly completed and signed, or after acceptance of the general conditions of sale when booking online.

Reservations only bind Détente et Clapotis if Détente et Clapotis accepts them, which it is free to do as well as to refuse, depending on availability and generally on all circumstances likely to affect the booking. Détente et Clapotis offers family holidays in the traditional sense, the accommodation being specially designed for this purpose. Détente et Clapotis reserves the right to refuse any reservation that is contrary to this principle, or which attempts to pervert it. Booking of camping pitches or rented accommodation is made strictly on a personal basis. You can under no circumstances sublet or transfer your reservation without the prior consent of the campsite. Unaccompanied minors will be allowed in the campsite with written permission from their parents.

Booking and service fees:

Détente et Clapotis offers booking fees. A 30 € service fee per stay is requested for the rentals.

## GROUP RESERVATION

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All reservations of more than 2 accommodations made by the same person or by different individuals who know each other and travel together for the same reason and on the same dates are considered group reservations.

The booking of one or more pitches, for more than 10 people, made by the same person or by different individuals who know each other and travel together for the same reason and on the same dates is considered a group reservation. The accommodation offered on the website is addressed exclusively to individual customers.

For group reservations you must contact the campsite by phone, email or via the tab "Contact Us." The campsite reserves the right to review the reservation request before accepting or refusing it.

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## PRICES AND TOURIST TAX

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Prices shown are valid for the current season. They correspond to a night and are in euros, VAT included, and tourist tax excluded.

The amount of the tourist tax is 0.35 € per person per night and is payable by the customer. All our fares include (except the motorhome package): one place for one vehicle on the pitch, access to showers with hot water and access to the beach.

## PAYMENT CONDITIONS

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For bookings made before the arrival date, an advance payment of 30% of the total amount of the reservation must be paid to the campsite at the moment of booking. The remainder must be paid at least 30 days before the date of arrival.

For some promotional offers, the deposit to be paid to the campsite at the time of booking is 100% of the total amount of the reservation.

An invoice will be given to the client after the payment is complete, at the reception of the campsite, or will be sent by mail or e-mail on request.

## CANCELLATIONS AND CHANGES

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### 1. Right of withdrawal

Article L. 221-28-12°) of the Consumer Code states that:

“The right of withdrawal cannot be exercised for contracts: For the supply of accommodations, other than residential housing, services for the transportation of goods, car rentals, restaurants or leisurely activities which must be provided on a specific date or during a specific period.”

Thus, the consumer does not have a legal right to withdraw.

### 2. Changes to the reservation

Changes related to the number of people and the options selected may be made, free of charge, up to the day before the planned date of arrival, subject to availability.

Any changes of dates or range of accommodation is possible up to the day of arrival, subject to availability.

If the cost of the new stay is higher than the initial stay, the Customer must pay the difference. Otherwise, the price difference will not be refunded.

### 3. Days/time not used

In the absence of a message from the Customer indicating a postponement of the date of arrival at the Campsite, the accommodation may become available for sale again the day after the planned date of arrival, and the Customer will consequently lose the benefit of the reservation.

Any stay that is interrupted or shortened (late arrival, early departure) due to the Customer will not give rise to a refund.

#### **4. Cancellation on the part of Détente et Clapotis**

If cancelled by the Campsite, except in cases of force majeure, the amounts paid by the Customer will be refunded.

#### **5. Cancellation on the part of the Customer**

Classic rate: For any stay cancelled more than 30 days before the date of arrival, the deposit and any cancellation insurance will be retained by the campsite. This amount, deducted from the €20 cancellation fee, may be reused as a credit note for a future stay during the year.

For any stay cancelled less than 30 days before arrival or in the event of a no-show at the campsite, the total amount of the rental and any insurance fee is due and retained.

Rate « Flex »: For any stay cancelled up to 12 days before the date of arrival, whatever the reason, 100% of the sums paid will be refunded, minus cancellation charges of €20. For any stay cancelled 11 days or less before the arrival date, whatever the reason, 70% of the sums paid may be reused in the form of a credit note for a future service during the year, minus a cancellation fee of €20. The remaining 30% will be retained by the Campsite.

In the event of a no-show at the campsite, the total amount of the rental and any insurance premium is due and retained.

Any request for cancellation must be made in writing (by email to [contact@detente-et-clapotis.fr](mailto:contact@detente-et-clapotis.fr) or by regular mail to Camping Détente et Clapotis, 1678 route des Chevaliers de l'an mil - 38620 Montferrat, France) to be taken into account and give rise to a possible refund or credit note.

To obtain compensation in a different way to that offered by the campsite, we recommend the Customer to subscribe their own holiday cancellation or interruption insurance. This will enable them to obtain partial or total reimbursement of their stay, in accordance with the conditions set out in the insurance contract.

## LITIGATION

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In case of dispute, competence is assigned to the courts as defined by Articles 46 of the Code of Civil Procedure and L141-5 of the Consumer's Code.

Any complaints regarding non-compliance of facilities with regard to contractual obligations must be notified in writing (recorded delivery) to the site manager in the 30 days following the end of the stay.

## MEDIATION OF CONSUMER DISPUTES

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Under the provisions of the Consumer Code regarding "the consumer dispute mediation process", the customer is entitled to use for free the mediation service offered by camping Détente et Clapotis. The mediator "consumer law" thus proposed is SAS MEDIATION SOLUTION.

This mediation device may be joined:

- electronically:

site : <https://www.sasmediationsolution-conso.fr>,

email : [contact@sasmediationsolution-conso.fr](mailto:contact@sasmediationsolution-conso.fr)

- by regular mail: SAS Médiation Solution - 222 chemin de la bergerie 01800 Saint Jean de Nioist, France

## DÉTENTE ET CLAPOTIS' RESPONSIBILITY

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The client agrees that Détente et Clapotis can not be considered responsible for a third party's communication of false information on the campsite's brochures or website, regarding their own sites, presentation photos, descriptions, activities, recreation, services and dates of operation.

All photos and text used in the brochure or on the website are not contractual but only indicative. It could be that certain activities and facilities offered and indicated in the brochure are removed, especially for climatic or force majeure reasons as defined by French courts.

## DATABASE AND PRIVACY

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The information provided by the Customer when booking a stay at the Campsite is considered confidential and will not be disclosed to any third parties. It will only be used internally, to handle Customer's request and to personalise the communication and offers according to their interests. According to the Database and Privacy law of the 6th January 1978, Clients have the right to access, change and oppose their personal data. To do so, the Client just need to send us a letter or email with their request, name, surname and address.

### **Opposition to telemarketing:**

In accordance with the provisions of the Consumer Code (Article L. 223-2 of the Consumer Code), when a professional is required to collect telephone data from a consumer, they inform them of their right to register on the Bloctel opposition list for telemarketing, which anyone can register for here: <https://conso.bloctel.fr>.

# Your stay – Internal rules & regulations

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## 1. Police formalities

Any person wishing to stay at least one night on the campsite must first present his passport to the campsite manager or his representative and complete registration forms required by the police.

Unaccompanied persons under 18 and over 15 years old will be admitted on the campsite only with a written autorisation from their parents. Unaccompanied minors under 15 won't be admitted on the campsite without an adult.

In the same way, for safety reasons, minors under 13 are not allowed to stay alone in the campsite 11p.m. and 7a.m.

## 2. Arrival

Camping pitch : the day of your arrival to the campsite, you will be welcomed as of 12p.m. The tent, caravan or the camping-car as well as all the related material, must be installed in the pitch designated by the person in charge.

Rental accommodation : the day of your arrival to the campsite, you will be welcomed as of 3p.m. and upon arrival, a guaranty will be requested of you (500€ for all kinds of chalets and 300€ for the lodge tents). You will be given an inventory that is up to you to verify. Any amendment to this inventory must be reported within a period not exceeding one third of the total length of your stay, with that period not exceeding three days.

## 3. During your stay

It's up to the camper to buy his own assurance: the campsite refuses all responsibility in case of theft, fire, bad weather, etc., or in case of an incident falling under the civil responsibility of the camper himself or one of the other campers. All clients must comply with the internal regulations. Each tenant is responsible for disturbances and nuisance caused by persons staying with him or visiting him.

## 4. Animals

Animals are admitted for a supplement payable at the time of booking. Once in the campsite they must be kept on a leash at all times. Acceptance of animals in the campsite is subject to the presentation of a valid rabies vaccine certificate and the compliance with hygiene standards, under the responsibility of the owner. Animals must never be allowed to roam free and must, therefore, always be on a leash when inside the campsite grounds. They must never be left in the campsite, even when closed inside, during the absence of their owners who are civilly

responsible. The owners are obliged to clean up after their animals and to leave the rented accommodation and all common spaces clean when they leave. No dogs are allowed on the beach.

Category 1 dogs (attack dogs) are not accepted on the campsite and category 2 (defence or guard dogs) must wear a muzzle at all times while on the campsite grounds. The manager reserves the right to ask the owner to muzzle no matter which type dog, if it shows an aggressive character.

## 5. Visitors

After having been accepted by the manager or his representative, visitors can be admitted on the campsite under the responsibility of the campers who receive them. The number of visitor with swimming-pool access is limited to 5 persons. The camper can receive one or more visitors at reception. If these visitors are allowed to enter the campsite, the camper who receives them must pay a fee. This fee is displayed by the entrance of the campsite and at the reception desk. The visitor's cars are not allowed within the campsite. They may be exceptionally authorised inside by the manager or his representative, in which case the visitor will be asked to pay a fee, displayed by the campsite's entry.

## 6. Noise and silence

The campers are requested to avoid any noise and loud talk that might disturb their neighbours. The sound devices must be adjusted accordingly. The closing of car doors and trunks must also be as discreet as possible. Silence must be respected between 11p.m. and 7a.m. during the whole season.

Groups of campers, especially of minors, can not have places other than the ones specially designated for this purpose. You can ask the front desk where the groupings are possible at night. In any case, customers should not disturb other campers and should always follow the directions of the campsite staff under penalty of expulsion and banning from the campsite.

A deposit of € 100 per pitch/rental may be requested to ensure compliance with this rule. It will be cashed in if three other campers complain about the noise or if campsite staff hears noise during standby duty at night.

In case the camping personnel has to intervene at night, between 11p.m. and 7a.m., due to disturbance caused by a client towards other users, the client may be asked to leave the campsite immediately, leaving their belongings behind. A compensation of €50 per disturbed location may also be requested from the client who disturbed the sleep of their neighbors. Users who have been disturbed must report it in writing to the reception during opening hours, before the departure of the accused camper.

The accused camper may return to retrieve their belongings the next morning, before 10a.m., once any remaining amounts due have been settled. In case of non-compliance with this schedule, the camping will take care of freeing the location or the chalet. A location release fee of €100 will then be applied. In the event that the camper does not come to retrieve their belongings before 10a.m.,

they will be considered lost, and the camping reserves the right to dispose of them. The other financial provisions of paragraph 17 apply.

## **7. Traffic and parking of vehicles**

Inside the campsite, cars must roll at a maximum speed limit of 10km/h.

It is forbidden to drive on the campsite between 10.30p.m. and 7a.m.

The only vehicles allowed to circulate inside the campsite are the ones who belong to the campers.

Parking, strictly forbidden on the pitches, must not, on the other hand, obstruct traffic or prevent the installation of new arrivals.

## **8. Reception office**

In the reception office, open from 8:30a.m to 12p.m. and from 15p.m. to 19p.m. in low season and from 8:30a.m. to 7p.m. in high season, all information about campsite facilities, possibilities of foodstuff on the spot, sport grounds and outdoor games, interesting sight-seeing and usefull addresses will be provided. A book or a special box for complaints will be taken into consideration provided they are signed, dated as detailed as possible and related to recent events.

## **9. Pool**

The pool is open from the 1<sup>st</sup> of May to the 15<sup>th</sup> of September and we ask that you respect its rules. If not, you can be forbidden to access the pool.

The pool is not supervised so you swim at your own risk.

The management is not liable for any accidents. Minors must always be accompanied and supervised by an adult, unless an express written consent from the legal guardian.

The pool is closed at night from 7p.m. to 10a.m. The use of swimwear and bracelet (given on the arrival day) are compulsory.

What should you do in case of an emergency at the swimming pool? You must inform the reception or call the emergency phone number outside of reception hours.

## **10. Beach**

The beach is supervised every day in July and August and on the week-ends in June if weather conditions are good (opening hours available at the reception).

Outside supervised hours of the beach, swimming for campsite and restaurant guests is carried out at their own risks.

For outsiders, bathing is strictly prohibited outside beach opening hours and is possible only in the presence of lifeguards.

The management does not take responsibility for any accidents.

Beach access is subject to the beach rules and regulations, which are displayed at the beach entry, outside the reception office.

## 11. Respect for the facilities

It is mandatory to carry the campsite's bracelet, especially while at the beach and swimming pool. Refusal to comply with this rule entails a ban from the campsite. The loss of a bracelet will be charged €10 a piece.

An european adaptator for european electric terminals can be borrowed at the reception on request (subject to availability). A deposit of 20€ per adaptator will be requested.

All alcoholic drinks are completely forbidden in the alleyways, common public areas of the campsite and also on the beach. Glass bottles are not allowed on the beach.

Each person is asked to refrain from any action that could affect the cleanliness, hygiene and appearance of the campsite. It is forbidden to throw used water on the floor or to the gutter. People with caravans or camping cars must empty their used water tanks only at the appropriate areas.

Garbage bins for different types of garbage (organic, paper, plastic, etc.) are at the campers' disposal. Campers should commit to regularly throw their rubbish in the bins made available for this purpose.

Washing is strictly prohibited outside the sinks provided for this purpose.

The drying of clothes should be done, when applicable, in the common drying place. However, it is tolerated near the tents or camping cars, provided it is discreet and does not bother the neighbours. Cloth lines should never hang from the trees or nearby buildings. The plants and flower beds must be respected and preserved. It is forbidden for campers to stick nails into the trees, cut tree branches and plant anything outside flower pots. It is not allowed to circumscribe a pitch in a personal way, nor is it allowed to dig the ground without permission from the campsite staff.

The camper should leave the pitch/chalet in the same condition and state of cleanliness in which he found it.

## 12. Security

### 1. Fire

Open fires (wood, coal, etc) are tolerated from the moment they are made in fireproof equipment not in contact with the ground. Stoves must be kept in good condition and not be used in hazardous conditions.

In case of fire, immediately inform reception. In case of need fire extinguishers are available. A first aid kit can be found at the lifeguard's hut. In case of emergency, and outside beach opening hours, please contact reception on the emergency line.

### 2. Theft



The management is responsible for any objects left at the reception desk and has a general obligation to survey the campsite. The camper is responsible for his own equipment and must alert the staff to the presence of any strange individuals on-site. Although security is assured during high season, campers should take the usual precautions to safeguard their equipment.

### 3. Electric car charging

For safety reasons, the risk of fire being very high, it is strictly forbidden to charge your vehicle from the rentals or on the pitches. A dedicated electric charging station is available on the parking at the entrance of the campsite.

### 4. Data protection policy

#### **Purpose of processing (purpose and legal basis):**

Détentes-et-Clapotis La Véronnière, whose head office is located in Montferrat (38620) – 1678 route des chevaliers de l'an mil, has placed its premises under video surveillance to ensure the safety of its personnel and property. The images stored in this device are not used for the purpose of monitoring personnel or controlling schedules.

The legal basis for processing is legitimate interest (see Article 6.1.f of the European Data Protection Regulation).

Data and categories of data subjects:

The employees of Détentes-et-Clapotis La Véronnière are filmed by the device. Occasional visitors to company premises are also likely to be filmed.

#### **Recipients:**

The images can be viewed, in the event of an incident, by the authorized personnel of Détentes-et-Clapotis La Véronnière and by the police.

#### **The duration of the conversation:**

The images are kept for one month.

In the event of an incident related to the safety of persons and property, video surveillance images can nevertheless be extracted from the device. They are then kept on another medium for the duration of the settlement of the procedures related to this incident and accessible only to authorized persons in this context.

#### **Rights of persons:**

You can access the data concerning you or request their erasure. You also have a right of opposition and a right to limit the processing of your data (see [cnil.fr](http://cnil.fr) for more information on your rights). To exercise these rights or for any questions about the processing of your data in this device, you can contact us electronically at [direction@detente-et-clapotis.fr](mailto:direction@detente-et-clapotis.fr)

If you believe, after contacting us, that your computer rights and freedoms are not respected or that the video device does not comply with data protection rules, you can submit a complaint online to the CNIL or by post.

## 13. Games

No violent or disturbing games can take place around the pitches, chalets or other buildings. The meeting room can't be used for turbulent games. Minors must always be under their parents' supervision. The playgrounds are regularly checked by authorized entities. The reports of the inspections are available at the reception desk. Unless an installation is proven faulty, management assumes no responsibility for accidents occurring on playgrounds.

## **14. Caravan park**

No unoccupied caravans can be left on the campsite without the express agreement of the management and only at the space designated for this purpose. A fee, the amount of which will be displayed at the reception desk, must be paid for the caravan park.

## **15. Display**

The present terms and conditions document is displayed by the campsite's entrance and at the reception desk and will be given to the clients upon request.

## **16. Breach of these internal rules – Expulsion procedure for “seasonal” campers**

In case a resident disturbs other campers' holidays or doesn't respect the rules of these Terms and Conditions, the manager can give them a warning, orally or in writing, if deemed necessary, advising them to stop all disturbing activities. In case of serious or repeated offence and after a written warning by the manager, the latter can decide to terminate the contract with the client. The customer will be notified in writing of the termination of his contract with the obligation for the latter to release its location within 20 days counting from the date of receipt of the letter of termination. No compensation may in this case be required by the camper. In case of non respect of the removal of the equipment within the given period, the manager may then take all necessary steps to release the site, particularly the intervention of a duly authorized bailiff. The amounts generated by the formalities are the responsibility of the camper. In case of criminal offence, the manager may call the police.

## **17. Breach of these internal rules – Expulsion procedure for “temporary” campers**

In case a resident disturbs other campers' holidays or doesn't respect the rules of these Terms and Conditions, the manager can give them a warning, orally or in writing, if deemed necessary, advising them to stop all disturbing activities. In case of serious or repeated offence, the manager can decide to expel the client. The customer will be notified in writing of the termination of his contract with the obligation for the latter to release its location or its pitch within 2 hours. No compensation may in this case be required by the camper, the whole amount of the stay will be kept by the campsite.

In case of non respect of the removal of the equipment within the given period, the manager may then take all necessary steps to release the site, particularly by taking the client's things out of the campsite or by the police intervention. A

location release fee of €100 will then be applied, without prejudice to any legal action or compensation that may be claimed.

## 18. Departure

Camping pitch: the day of departure, the pitch must be vacated before 12p.m.  
Rented accommodation : on the day of departure mentioned on your contract, the accommodation must be vacated before 10a.m. The accommodation must be returned in perfectly clean condition with the inventory checked; any broken or deteriorated items will be charged to you, as will the cleaning if necessary. The deposit will be given back to you by the end of your stay, unless an amount must be retained to cover for any possible issues. In this case, the total amount of the deposit will be kept until the broken objects can be replaced or repaired. The rest of the guaranty will then be given back to you, together with the supporting invoices for any possible damage reported during the inventory. The retention of the deposit does not preclude additional compensation if the costs exceed the amount of it.

In case the accommodation has not been cleaned before your departure, a cleaning fee will be requested (at the rate in effect on the date of your stay). For any delayed departure, you may be charged an additional night. This amount may be re-evaluated at a rate of €35 per additional half-hour of cleaning.

For pitch rentals, the clients have to inform the reception about their departure one day before they leave. If they want to leave before the reception desk opens, they have to pay one day before the rest of their stay, and to inform the manager about the hour of their departure so he can arrange it.