GENERAL TERMS AND CONDITIONS OF SALE – UCPA CAMPSITES

PREAMBLE

These General Terms and Conditions of Sale govern the contractual relationship relating to the booking of stays at campsites operated by the UCPA group.

They set out the conditions under which Customers book and stay at the campsites concerned, as well as the respective rights and obligations of the parties.

Each stay is booked at a UCPA campsite identified at the time of booking. The contact details of the campsite concerned appear on the booking confirmation and the corresponding invoice.

Photographs and illustrations shown in marketing materials are for illustrative purposes only and are not contractually binding.

Only the information contained in the booking confirmation and in
these General Terms and Conditions is contractually binding.

These General Terms and Conditions are available on the campsites' websites.

1. Booking conditions and access to the Campsite

A booking becomes effective once the General Terms and Conditions have been accepted during the online booking process and the deposit or the full price of the stay has been received.
Bookings of rental accommodation require a minimum stay of 1 to 2 nights, depending on the campsite.

In accordance with Article L. 221-28 of the French Consumer Code, the 14-day right of withdrawal does not apply to accommodation services.

The tourist tax collected on behalf of the local municipalities is not included in the prices.
Its amount varies according to the destination and may change during the year.

The Campsite offers two types of Stays:
- Pitch Stays (the Customer's own equipment, in particular tents, caravans or motorhomes). Unless otherwise stated, the total number of people on a Pitch may not exceed six.

- Rental Stays (equipped accommodation made available to the Customer). The maximum capacity of each Rental unit is indicated at the time of booking and must be respected.
All rental accommodation is strictly non-smoking (cigarettes, e-cigarettes and any other product that is smoked or vaped). If a breach of this rule is found during the check-out inspection (lingering odour, marks, cigarette ends), a cleaning and deodorising fee of €95 will apply and may be invoiced.

Reserved rental accommodation is available from 5:00 pm on the day of arrival and must be vacated before 10:00 am on the day of departure. These times may vary from one campsite to another.

Late arrivals must be notified to the Campsite for organisational reasons. The Customer will then be informed of the late arrival arrangements.

Any late arrival of which the campsite has not been notified will be treated as a cancellation by the Customer and will entitle the Campsite Management to re-let the pitch after 24 hours. No refund will be made.

The Customer signing this fixed-term contract may under no circumstances claim any right to remain on the premises at the end of the stay, unless a new pitch booking has been made with the campsite.

The Campsite does not accept minors who are not accompanied by an adult.
The Campsite reserves the right to refuse access to any pitch booked in breach of this rule for minors under 18 years of age who present themselves at the Campsite reception without their legal guardians, and to cancel the stay immediately.

Furthermore, the Campsite is not a Holiday and Leisure Centre within the meaning of French Decree No. 2002-883 of 3 May 2002, and is not equipped to provide group or individual accommodation, away from the family home, for minors under 18 years of age who are not accompanied by their legal guardians.

2. Prices and payment terms for Campsite services

Descriptions, the definition of rental seasons and the rental periods and durations are shown on the price list and on the website.

The prices in our sales brochure are in euros and include VAT at the rate applicable at the time of printing.

Any change in rates and any change in the taxes applicable to your stay, such as the tourist tax, as at the invoicing date, may be passed on to the price of your stay.

Assignment and sub-letting:
All rentals are personal to the named Customer; they may not be assigned or sub-let without the prior consent of the Campsite.

Price changes:
The prices shown are subject to change. The campsite reserves the right to modify its prices at any time. Stays will be invoiced on the basis of the prices in force on the day of booking, subject to availability.
The Campsite can under no circumstances be held liable for any difference in cost between two stays booked for the same period.
Offers and promotions are not retroactive and cannot be combined with one another.

The prices shown are in euros and include VAT at the rate applicable on the date the stay is booked. The total price of the stay includes the rental of the pitch or rental accommodation, the optional extras selected, the booking fees and any cancellation insurance. This total price is shown before the Customer confirms the booking, whether the booking is made on the website or through another booking channel. Any change in rates and any change in the taxes applicable to the stay, as at the invoicing date, may be passed on to the price of the stay.

a. Payment for the stay:

- For rental accommodation:

For any booking made more than 30 days before the start of the stay, a deposit of 30% of the price of the services booked must be paid at the time of booking.

The balance of the stay is payable 30 days before the start date of the stay.

If payment is not made within these deadlines, the booking will be deemed cancelled.

For any booking of rental accommodation made less than 30 days before the start date of the stay, full payment will be required at the time of booking.

- For unserviced pitches, tents and motorhomes:

A 30% deposit is required at the time of booking.

For Pitch stays of 1 or 2 nights, full payment is required at the time of booking.

For Pitch stays of more than 2 nights, the balance must be paid on the day of arrival.

- Balance of your stay

Payment for your stay may be made by bank card (accepted cards: Carte Bleue, Visa, Eurocard/MasterCard), by ANCV holiday vouchers (Chèques-Vacances, sent by registered post with acknowledgement of receipt), in cash in euros or by cheque in euros.

b. Security deposit:

For rental accommodation, a security deposit, the amount of which is shown in the price list, is requested on arrival at the Campsite. A pre-authorisation on your bank card or a deposit cheque may be requested, depending on the campsite/destination and the arrangements in place at the campsite.

The deposit will be returned in full on the day of departure or no later than eight days after a satisfactory check-out inspection.

Otherwise, the security deposit will be retained.

A check-out inspection will be carried out on the day of departure, based on the inventory checked by the Customer on the day of arrival. The Customer will be given an inventory to check when settling in and must report any discrepancy to the Campsite reception within 24 hours of arrival.

Any damage exceeding the amount paid as a security deposit will be charged to the Customer after the security deposit has been applied.

3. Cancellation and modification of bookings

If a stay paid for with ANCV holiday vouchers (Chèques-Vacances) is cancelled by the Customer or by the Campsite, no refund can be made; the amount received will be offered as a credit note towards a future booking.

a. Modification of your booking

Any request for a change constitutes a modification of the Stay.

On request, the Customer may ask to modify their stay (dates, destination, type of accommodation or pitch), subject to availability and capacity.
The Customer may request a modification of their booking only once per season and no later than 14 days before the start date of the stay.

No postponement to the following season will be accepted.

- An administrative fee of 25 (twenty-five) euros will be charged for modifying a rental stay.

- If the price of the new stay is higher, the Customer must pay the difference between the two bookings.

If the price of the new stay is lower than that of the original stay, the difference will be refunded to the Customer, less the administrative modification fee stated above.

The Customer's attention is drawn to the fact that, if the stay is modified, they will not be able to benefit from promotions launched after their original booking. The date of the original booking will prevail.

If the Campsite is unable to accommodate the Customer's modification request, the original stay will be maintained unless the Customer cancels it, in which case the corresponding cancellation fees will apply.

b. Unused services

No refund will be given for any stay that is interrupted or shortened, or in the event of a no-show (late arrival, early departure), where this is attributable to the Customer.

c. Cancellation by the campsite

If the stay is cancelled by the campsite, except in cases of force majeure, it will be refunded in full.

However, such cancellation will not give rise to the payment of damages.

d. Cancellation by the Customer

Any cancellation request must be sent in writing, as soon as possible, to the contact details provided at the time of booking or on the Website; the date of receipt will be taken as the reference date.

Cancellation of the booking by the Customer will result in cancellation fees being charged per booking according to the scale below.

In all cases, booking fees are non-refundable, and the cost of insurance, if taken out, is not refundable.
Cancellation of the booking by the Customer will result in cancellation fees being charged per booking according to the following scale:

More than 60 days	*5% of the total price*
60 to 31 days	*10% of the total price*
30 to 21 days	*50% of the total price*
21 to 15 days	*75% of the total price*
14 days to no-show	*100% of the total price*
Any shortened stay and any service voluntarily abandoned by a Customer will incur cancellation fees of 100% of the price of the shortened or abandoned stay.	

4. Liability

The Campsite accepts no liability for theft of or damage to personal belongings on the Campsite.

Please note that rental at a campsite does not fall within the scope of hoteliers' liability. Consequently, the campsite cannot be held liable for loss, theft of or damage to personal belongings on the pitches, whether on rental or unserviced pitches, in the car parks or in the communal areas.

Please also note that the car parks are unattended.

5. Complaints

The Campsite team is available to Customers throughout their stay to answer their questions, resolve any problems that may arise and help them make the most of their stay. Please contact the team with any request.

Any complaint regarding the non-compliance of the services with the contractual commitments must be reported in writing (registered letter with acknowledgement of receipt, or email) to the Campsite manager within 30 days of the end of the stay.

If the Customer disagrees with the response given, or has received no response two months after sending their complaint, and in accordance with Articles L.616-1 and R.616-1 of the French Consumer Code, the Customer may submit a request for mediation, free of charge, to the mediation service MEDIATION CONSOMMATION DÉVELOPPEMENT:

- either via their website: https://www.medconsodev.eu
- or by post, to the following address: CNPM MEDIATION CONSOMMATION Centre d'Affaires Stéphanois SAS IMMEUBLE L'HORIZON – ESPLANADE DE FRANCE 3, RUE J. CONSTANT MILLERET – 42000 SAINT-ÉTIENNE, FRANCE

enclosing a copy of the initial written complaint sent to the Campsite and the response received.

6. Tourist tax

The tourist tax, collected on behalf of the local municipalities, is not included in the prices. It is calculated per person per day and varies according to the destination. It is payable on site.

The amount of the tourist tax can be communicated to you before your arrival. This amount is given for information only and may change during the year.

7. Personal data

In accordance with the European legislation in force, and in particular the General Data Protection Regulation (Regulation (EU) 2016/679 of 27 April 2016), the campsite, as data controller, collects personal data.

The information collected about you is processed by the Campsite and by its business partners and service providers located within the European Union.

The information requested from you is necessary for our teams to process your booking. Your answers are mandatory; failure to answer will make it impossible to process your booking.

The processing is also intended for statistical purposes, prospecting and marketing operations, with your prior consent and within the framework of the legitimate interests of the UCPA Group, to which you consent by accepting the General Terms and Conditions of Sale.

When collecting your telephone details, the Campsite informs you of your right to register on an opt-out list for telephone marketing (Bloctel in France).

Data is kept for as long as necessary for the purposes of the processing and then archived in accordance with the applicable legal provisions, subject to any processing required to comply with the Campsite's own legal accounting, tax and social obligations.

You have the right to access, rectify, port, object to and erase your data and/or to restrict its processing.

You have the right to withdraw your consent at any time by sending your request by post for the attention of the DPO at the following address: UCPA – DPO – 21, rue de Stalingrad 94110 Arcueil, France or by email to dpo@ucpa.asso.fr.

You also have the right to lodge a complaint with the competent supervisory authority.

For security reasons, video surveillance systems may be installed on the campsite in accordance with the applicable legislation.

8. CANCELLATION insurance

If you wish to take out the Assur'Camping offer, you are invited to check that you are not already covered by a policy covering any of the risks insured under the new contract.

If you can demonstrate prior cover for the risks covered by the insurance taken out, you may withdraw from this/these insurance policy(ies) free of charge within 14 days of its conclusion, provided that neither the package nor any cover has been used.

In this situation, you may exercise your right of withdrawal by letter or any other durable medium addressed to the insurer of the new contract, together with a document proving that you are already covered for one of the risks insured under the new contract. The insurer is required to refund the premium paid within 30 days of your withdrawal. If you wish to withdraw from your contract but do not meet the above conditions, please check the withdrawal terms in your contract.

If you have taken out additional cover (cancellation – interruption of programme, assistance, etc.) and wish to use it, it is your responsibility to take the necessary steps with your insurer.

The optional cancellation cover allows the Customer to be reimbursed for the amounts retained by the Campsite, in accordance with the cancellation conditions set out in our General Terms and Conditions of Sale, where the Customer has to cancel all or part of their stay due to illness or accident.

The terms of cover under Assur'Camping are set out in the general terms and conditions made available and sent at the time of booking and of subscribing to this additional insurance.

Please note: the optional cancellation cover must be taken out at the time of booking. It is valid only for one booking at the Campsite and is non-refundable.

9. Campsite rules

All Customers and visitors must comply with the campsite rules displayed at the campsite and available on the website.

The Campsite reserves the right to exclude from the campsite any Customer who commits acts of verbal or physical violence, in particular sexual and gender-based violence, or any criminal offence during the stay. Without prejudice to any legal action it may take, the campsite also reserves the right to take any appropriate measures against such Customer, including permanent exclusion from the campsite and cancellation of all stays booked for later dates. No compensation will be due in this respect.
All Customers must comply with the rules to ensure the smooth running of the stay.
Generally speaking, the campsite strongly advises against bringing valuables or leaving them in rental accommodation, on unserviced pitches, in tents or in motorhomes. The Campsite accepts no liability for theft of or damage to items that have not been entrusted to it.

10. Outside visitors

Visitors from outside the Campsite must report to reception. Vehicles must be parked outside the Campsite. Visitors may not use the facilities included in the campsite. Depending on the Campsite, a daily fee will be charged.

11. Pets

Category 1 and 2 dogs are strictly prohibited. Pets will be accepted on presentation of a rabies vaccination certificate and, for categorised dogs, a certificate of fitness to keep such a dog.

Pets must be kept on a lead and muzzled where required. They must be walked outside the campsite grounds.

Assur Camping contact **Customer Relations Centre** Monday to Friday, 9 am to 5 pm 05 34 45 31 62 - serviceclient@xplorassur.com Questions about cover, changes to and cancellation of policies, insurance certificates **Dedicated claims department** Tuesday and Thursday, 2 pm to 5 pm 05 34 45 31 50 - gestionucpa@xplorassur.com Questions about claims, case follow-up, missing supporting documents	**Would you like to make a complaint?** Your complaint must be sent by registered letter with acknowledgement of receipt, together with supporting documents and stating your booking number, either to the following postal address: UCPA - Pôle Relation Client Réclamation (Customer Relations – Complaints) 21-37 rue de Stalingrad CS 30517 – 94741 ARCUEIL CEDEX, France, the postmark being proof of the date of sending. Or by email: reclamation@ucpa.asso.fr. Any complaint after departure must be sent within a strict deadline of thirty days from the date of return. After this deadline, no correspondence can be taken into consideration.
Wellness Sport Camping UCPA Carcans La Dune Bleue - Domaine de Bombannes - 33121 Carcans Maubuisson, France +33 (0)5 57 70 12 12 - hello-carcans@wellness-sport-camping.com Website: carcans.wellness-sport-camping.com	Wellness Sport Camping is a brand of the UCPA non-profit group – UCPA SPORT VACANCES - Non-profit association governed by the French law of 1901. UCPA is approved by the public authorities as a social and solidarity enterprise, a youth and popular education association, a sports federation and a partner of the French Ministry of Education - Siret: 775 682 040 017 17 - APE: 9319Z - Travel operator registration No.: IM075110249 - Financial guarantee: UNAT, 8 rue César Franck 75015 Paris - Professional liability insurance: ALLIANZ IARD, 87 rue de Richelieu 75002 Paris - Bank details: Crédit Coopératif 42559 0005 41020015382 68 - Registered office: 21 rue de Stalingrad 94110 ARCUEIL, France - Tel.: +33 (0)1 45 87 45 87 - Fax: +33 (0)1 45 87 45 88 - Website: www.ucpa.com