



## GENERAL TERMS AND CONDITIONS OF SALE

Camping accommodation or pitch booking by private individuals

Contact details of the Service Provider:

**CAMPING MERKO LACARRA**  
**820 ROUTE DES PLAGES – 64500 SAINT JEAN DE LUZ**  
**05.59.26.56.76 - contact@merkolacarra.com**

### **DEFINITIONS:**

**BOOKING** or **RESERVATION** or **RENTAL**: service provision.

**SERVICES**: seasonal rental of camping accommodation or pitch.

**ACCOMMODATION**: Tent, caravan, mobile home and chalet.

### **ARTICLE 1 - SCOPE OF APPLICATION**

These General Terms and Conditions of Sale apply, without restrictions or reservations, to any camping accommodation or pitch rental on the MERKO LACARRA campsite, to non-professional clients ("the Clients" or "the Client"), on its website [www.merkolacarra.com](http://www.merkolacarra.com) or by telephone, post or email, or where the Service Provider markets its Services. These do not apply to campsite rentals intended for mobile homes, which require a long-term rental contract.

The Services' main characteristics are presented on the website [www.merkolacarra.com](http://www.merkolacarra.com) or in written form - paper or electronic - should the booking not be made on-line.

The Client is required to read them before finalising its booking. The choice and purchase of a Service is the sole responsibility of the Client.

These General Terms and Conditions of Sale apply to the exclusion of all other terms and conditions of the Service Provider, namely those applicable for other marketing channels for the Services.

These General Terms and 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 Client is the one on the website or communicated by the Service Provider when the Client makes its Booking.

Unless proven otherwise, the data recorded in the Service Provider's IT 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 Client has, at any time, a right of access, rectification and opposition if the processing is not essential to carry out the booking, and can request the processing of all its personal data to be suspended by written notice, by post and justifying its identity, addressed to:

**CAMPING MERKO LACARRA – 820 route des plages – 64500 Saint Jean de Luz**

The Client declares to have read these General Terms and Conditions of Sale and to have accepted them either by ticking the box provided for this purpose before completing the online booking, as well as the general conditions of use of the website [www.merkolacarra.com](http://www.merkolacarra.com) or, if the booking was not made on the internet, by any other appropriate means.

As these General Terms of Sale may be subject to further changes, the version applicable to the purchase of the Customer is the one in effect on the website on the date of the order.

### **ARTICLE 2 - RESERVATIONS**

The Client selects on the website, or provides information on any document made available by the Service Provider, the services it wishes to book, according to the following terms and conditions:

- In camping/location, all bookings are accepted for a minimum of 7 nights.

- The booking will only be effective after validating the order or receiving the signed contract and complete with all the requested information.

- Any payment of a down payment not accompanied by a contract will not be able to ensure the booking.

- After the final registration of the booking and the receipt of the payment due, the provider's agreement will be transmitted to the customer by mail or email.

- Management is the sole judge of the acceptance or refusal of a booking request without having to give an explanation.

The Client is responsible for verifying the accuracy of the Booking and to immediately report any errors to the Service Provider. The Booking will only be deemed confirmed after the Service Provider has sent the Client a confirmation accepting the Booking by email or post or upon signature of the contract should the booking be made directly at the premises where the Service Provider markets its Services.

version applicable on January 1, 2022

All Bookings made on the website [www.merkolacarra.com](http://www.merkolacarra.com) constitute a contract concluded remotely between the Client and the Service Provider. All Bookings are nominative and cannot, under any circumstances, be transferred. The holder of the contract will not be able to be changed under any circumstances and must be present on arrival and throughout the stay. Minors must be accompanied by one of their parents, parental discharges are not accepted.

### **ARTICLE 3 - PRICES**

The Services offered by the Service Provider are provided at the rates in force on the website [www.merkolacarra.com](http://www.merkolacarra.com) or on any information medium provided by the Service Provider when the booking is made by the Client. Prices are in Euros, with and without value added taxes. The prices take into consideration any reductions that may be granted by the Service Provider on the website [www.merkolacarra.com](http://www.merkolacarra.com) or on any information or communication medium.

These prices are final and not revisable during their validity period, as provided for on the website [www.merkolacarra.com](http://www.merkolacarra.com) in the email or in the written proposal addressed to the Client. Beyond this validity period, the offer lapses and the Service Provider is no longer bound by the prices. They do not include processing and management fees, which are invoiced separately, under the conditions provided for on the website [www.merkolacarra.com](http://www.merkolacarra.com) or in the information (post, email, ...) communicated beforehand to the Client and calculated before the Booking is made.

**VAT:** All camping and rental prices listed on the website and on the brochure are TTC. The VAT applied is that in effect on the date of the publication of these conditions: 10 %.

Any change in this rate between the booking date and the date of the stay will result in changes to the TTC camping and rental prices accordingly. The Client must pay the total price, including these fees.

An invoice is prepared by the Seller and given to the Client at the latest when payment of the balance is due.

#### **3.1. TOURIST TAX**

The tourist tax, collected on behalf of the municipality/council is not included in the prices. Its amount is determined per person and per day and varies according to the destination. She is to be paid in cash the day before departure.

### **ARTICLE 4 - PAYMENT TERMS**

#### **4.1. ADVANCE PAYMENT**

Amounts paid as deposit are considered advance payments. They constitute a charge on the total price due by the Client.

In rental a down payment of 30% of the total price of the provision of the services ordered plus the processing fee is required, all for short stays and orders placed less than 30 days before the expected arrival date.

In camping, a down payment of 156 euros is required.

The deposit must be paid at the time of ordering by bank card or transfer.

This amount will be deducted from the total price of the booking but will not be refundable in case of cancellation.

#### **4.2. PAYMENTS**

Payments made by the Client will only be deemed final when the Service Provider has actually received the amounts due.

For rentals, the balance of the stay must be paid in full 30 days before the arrival date, the day of arrival for the sites otherwise and in the absence of a written message from the customer, the rental contract will be resolved as of right and the deposit paid will be kept by the campsite as a termination allowance.

In the event of a delay in payment and payment of the sums due by the Customer beyond the above-set deadline, in accordance with Article L. 441-6 of the Code of Commerce, compensation of 40 euros is due in the absence of payment the day after the payment date on the invoice and late penalties equal to 3 times the legal interest rate of the TTC amount of the price of the provision of services, automatically and as of right to the Provider, without any formality or prior notice.

A late payment will result in the immediate payment of all sums owed by the Client, without prejudice to any other legal action the Service Provider would be entitled to file against the Client.

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

In addition, the Service Provider reserves the right, in the event of non-compliance with the above-mentioned payment terms, to suspend or cancel the provision of the Services booked by the Client and/or to suspend the performance of its obligations after a formal notice to comply remains ineffective.

### **ARTICLE 5 – PROVISION OF SERVICES**

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

Accommodation can be occupied from 4 p.m. on the day of arrival and must be vacated by 9:30 a.m. on the day of departure.

The location can be occupied from 14:00 on the day of arrival and must be vacated by 12:00 on the day of departure, otherwise an additional day will be counted.

The rental/location must be occupied before 7:00 p.m. on the day of the default arrival and in the absence of a written supporting message from the customer specifying his delay, his accommodation / location will become available 24:00 after the arrival date mentioned on the booking contract which will then be resolved as of right. The down payment will be kept by the campsite as a termination fee.

Accommodation and locations are provided for a specified number of occupants and cannot be occupied by a larger number of people.

Accommodations and locations will be returned to the same state of cleanliness as on delivery. Failing that, all or part of the deposit may be withheld. Any deterioration of the accommodation or its accessories will result in immediate refurbishment at the tenant's expense. The end-of-rental inventory status must be strictly identical to that of the start of the rental.

The MERKO LACARRA campsite offers family holidays, in the traditional sense, the accommodation and pitches are specially designed for this purpose. The MERKO LACARRA campsite reserves the right to refuse any reservation which would be contrary to this principle or which would seek to divert it during the stay, without refund.

- Visitors : Art R331-10 CODE DU TOURISME : No one may enter a landscaped camping and caravan site or settle there without the agreement of the site manager or his attendant.

- only 1 vehicle per campsite and rental is provided.

- No additional installation on the site is allowed.

- Wearing the wristband is mandatory.

- Coal or gas-only barbecues are permitted; barbecues, electric ovens .... are prohibited.

- In accommodation, sheets, pillows and duvets are not provided.

- Children must be accompanied in the toilets.

- Roller skates, scooters, bikes... are strictly prohibited in and around the toilets.

- Water games are strictly forbidden all over the campsite.

## 5.2. SECURITY DEPOSIT

Deposits will be requested on the day of arrival in cash, bank card or cheque (thank you for preparing them in advance) and returned on the day of departure after state of the premises.

A deposit of 20 euros will be requested for access to the campsite (gate badge) and will be returned on the day of departure.

For accommodation rentals, a security deposit of 305 euros covering any damage in the mobile home and 80 euros for the household is required of the tenant on the day of the handing over of the keys and is returned to him on the day of the end of the rental under possible deduction of the rehabilitation costs. The household is the responsibility of the tenant who undertakes to return the tenancy in the same state of cleanliness as on arrival, ready to be re-rented. Otherwise, the deposit may be partially or fully withheld.

This bond does not constitute a limit of liability. A state of excessive dirtiness will be considered as a deterioration of equipment and the rental deposit may then be retained in addition to the cleaning deposit.

## ARTICLE 6 - DELAY, INTERRUPTION OR CANCELLATION OF THE STAY BY THE CLIENT

No reduction will be granted in the event of delayed arrival, early departure or change in the number of people (whether for part/the entire duration of the planned stay).

### 6.1. CHANGES

Management reserves the right to cancel the contract in the event of a change in the dates, the number of participants or the identity of the participants without any refund.

The client will be required to pay the full cost of the stay, the period being the one for which he has committed himself.

Any request to shorten the duration of a stay will be considered by the Service Provider as a partial cancellation, the consequences of which are governed by article 6.3.

### 6.2. INTERRUPTION

A premature departure or a delayed arrival cannot give rise to any refund from the Service Provider.

### 6.3. CANCELLATION

If a Client cancels a Booking after it has already been accepted by the Service Provider for any cause whatsoever other than force majeure, the advance payment made for the Booking, as defined in article 4 - **PAYMENT TERMS** of these General Terms and Conditions of Sale will be rightfully retained by the Service Provider, as compensation, and no refund will be granted.

GRITCHENAFFINITY insurance specialist in outdoor hotels is offered to the customer during the order, it is highly recommended. The amount is 3.2% of your total bill (excluding residence tax).

It alone covers cancellation and interruption of stay (see conditions).

CAMPEZ COUVERT – GRITCHENAFFINITY

[www.campez-couvert.com](http://www.campez-couvert.com)

In all cancellations, the processing and management fees (article 3) will remain with the Service Provider.

### 6.4. CANCELLATION IN THE EVENT OF A PANDEMIC

**6.4.1.** In the event of total or partial closure of the establishment during the booked dates (forbidding total or partial access to guests, insofar as the Client is directly concerned by the enforcement of this measure) decided by the public authorities, and not attributable to the Service Provider, the amounts paid in advance by the Client for the booking will be refunded within 2 months.

However, the Service Provider cannot be held liable for additional compensation beyond this refund of amounts already paid when booking the stay **6.4.2.**

Notwithstanding the provisions of article **6.3 CANCELLATION**, any cancellation of the stay due to the Client being infected by Covid-19 or any other infection considered to be part of a pandemic, which is duly justified, or is identified as a contact case, and that this situation calls into question its presence on the campsite on the planned dates only the cancellation insurance offered at the time of the order will ensure reimbursement

Any processing and management fees as provided for in the general conditions will be retained by the Service Provider. In all cases, the Client must imperatively justify the event making them eligible for this right to cancellation.

**6.4.3.** Notwithstanding the provisions of article **6.3 CANCELLATION**, if the Client is forced to cancel the entire holiday due to government-imposed measures that do not allow citizens to travel (general or local lockdown, travel ban, closing of borders), even though the campsite is able to fulfil its obligation and to welcome Clients, the Service Provider will issue a credit note corresponding to the amounts paid by the Client, minus the processing and management fees (Article 3) which will be retained by the Service Provider. This credit note, which is non-refundable and non-transferable, will be valid for 18 months.

## **ARTICLE 7 - OBLIGATIONS OF THE CLIENT**

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

During the duration of his stay, the client is guaranteed civil liability by the operator for any personal or material damage for which he has been found responsible for the client.

The Client on a pitch or in accommodation must have subscribed to a civil liability insurance policy. A copy of the insurance policy may be requested from the Client before the start of the stay.

### **7.2. PETS**

Pets including visitors and campers are not allowed in rentals, without any exceptions. The presence of any animal will result in denial of access or exclusion without any refund.

They are accepted in camping, vaccinated and tattooed (vaccination book up to date) under the responsibility of their masters for the packages available from the Provider. They must be kept on a leash and walked out of the campground for their natural needs. They are strictly forbidden in the toilets.

Dogs of the first and 2nd category, within the meaning of Article L 211-12 of the Rural Code and Marine Fishing, are prohibited.

### **7.3. CAMPSITE REGULATIONS**

Campsite regulations are displayed at the entrance to the establishment and at the reception. The Client must take note of these regulations and comply with them.

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

The Service Provider guarantees the Client, in accordance with the legal provisions and without additional payment, against any non-compliance or hidden defect, resulting from a defect in the design or performance of the Services booked.

In order to assert its rights, the Client must inform the Service Provider of the existence of the defects or lack of conformity within a maximum period of 24H00 from the provision of the Services.

The Provider will correct or make correct services deemed defective as far as possible following the Provider's finding of the defect or defect.

The Service Provider cannot be held responsible or at fault for any delay or non-performance resulting from the occurrence of a case of force majeure as defined by French law.

The Services provided through the Service Provider's website [www.merkolacarra.com](http://www.merkolacarra.com) comply with the French laws in force.

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

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

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

The Service Provider, who drew up these terms and conditions, processes personal data on the following legal basis:

- Legitimate interest by the Service Provider when pursuing
  - prospecting;
  - managing the relationship with its clients and prospects;
  - organisation, registration and invitation to Service Provider events;
  - processing, execution, prospecting, production, management, monitoring of client requests and files;
  - the drafting of acts on behalf of its clients.
- Compliance with legal and regulatory obligations when implementing processing for the purpose of:
  - preventing money laundering and terrorist financing and the fight against corruption;
  - invoicing;
  - accounting.

The Service Provider only keeps the data collected for the time necessary to carry out the operations for which they were collected and in compliance with the regulations in force.

In this regard, client data is kept for the duration of contractual relations plus 3 years for the purposes of prospecting, without prejudice to retention obligations or limitation periods.

Regarding the prevention of money laundering and the financing of terrorism, the data is kept for 5 years from the end of the relationship with the Service Provider. In terms of accounting, they are kept for 10 years from the end of the financial year.



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

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

Under the terms of the French Data Protection Act and the European Data Protection Regulation, individuals have the right to access, to rectify, to question, to restrict the use of, to transfer and to delete any data concerning them.

The individuals concerned also have the right to object, at any time, on grounds relating to their particular situation, to the processing of personal data on which the legitimate interest of the Service Provider is based, as well as the right to object to sales prospecting.

They also have the right to define general and specific guidelines regulating how they intend to exercise, after their death, the above-mentioned rights

- by email to the following address: [contact@merkolacarra.com](mailto:contact@merkolacarra.com)
- or by post to the following address: **Camping MERKO LACARRA – 820 route des plages – 64500 Saint Jean De Luz** accompanied by a copy of a signed identity document.

The persons concerned have the right to file a complaint with the CNIL [*Commission Nationale de l'Informatique et des Libertés*].

#### **ARTICLE 11 - INTELLECTUAL PROPERTY**

The content of the website [www.merkolacarra.com](http://www.merkolacarra.com) belongs to the Service Provider and its partners and is protected by French and international intellectual property laws.

Any reproduction, distribution, total or partial use of this content is strictly prohibited and is likely to constitute a counterfeiting offence.

In addition, the Service Provider retains all intellectual property rights on the photographs, presentations, studies, drawings, models, prototypes, etc., made (even at the Client's request) for the purpose of providing the Services to the Client. Therefore, the Client refrains from any reproduction or use of said studies, drawings, models and prototypes, etc., without the express, prior written authorisation of the Service Provider who may make it conditional to 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 the Service Provider.

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

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

These General Terms and Conditions of Sale are originally written in French. Should they be translated into one or more foreign languages, only the French text shall be deemed authentic in the event of a dispute.

#### **ARTICLE 13 - DISPUTES**

All disputes arising from the purchase and sale transactions concluded pursuant to these general terms and conditions of sale, concerning their validity, interpretation, execution, termination, consequences and others and which could not be resolved between the Service Provider and the Client will be submitted before the competent courts under the conditions of common law.

The courts of Bayonne are the only ones competent in the event of a dispute.

The Client is informed that, in the event of a dispute, it may resort to conventional mediation or any other alternative dispute resolution method.

In the event of a dispute and after having entered the customer service of the professional, any customer has the opportunity to refer the matter to a consumer mediator, within a maximum of one year from the date of the written claim, by LRAR, with that professional.

In particular, it may use the following Consumer Ombudsman free of charge, which we report:

#### **BAYONNE MEDIATION**

32 rue du Hameau

64200 BIARRITZ

**06.79.59.83.38**

[www.bayonne-mediation.com](http://www.bayonne-mediation.com)

We remind you that the use of consumer mediation is only possible if:

- You have previously entered our customer service with a claim that was less than a year old.
- Your dispute has not been previously reviewed or is not being considered by another mediator or tribunal.
- You are not a professional.

#### **ARTICLE 14 - PRECONTRACTUAL INFORMATION - CLIENT ACCEPTANCE**

The Client acknowledges having received, prior to its Booking, in a readable and understandable manner, these General Terms and Conditions of Sale and all the information referred to in Articles L 111-1 to L111-7 of the French Consumer Code, in addition to the necessary details in application of the decree of 22 October 2008 regarding the prior consumer information on the characteristics of campsite rental accommodation, 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 associated fees;
- information on the identity of the Service Provider, its address, telephone number, electronic details and its activities, if not apparent 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 using conventional mediation in the event of a dispute;
- information on the terms of termination and other important contractual conditions.



Any booking by an individual (or legal entity) on the website [www.merkolacarra.com](http://www.merkolacarra.com) implies full and complete acceptance of these General Terms and Conditions of Sale, which are expressly recognised by the Client, who waives, in particular, to avail itself of any contradictory document, which would be unenforceable against the Service Provider.

I declare that I have read and accepted without reservation the terms and conditions of sale and the prices.

Made to: ..... The: .....

Signature *(to be pre-approved)*