



GENERAL TERMS AND CONDITIONS OF SALE

DEFINITIONS:

ORDER or RESERVATION or RENTAL: Purchase of Services.

SERVICES: Rental accommodation or location.

ACCOMMODATIONS: Tent, caravan, mobile home for leisure and light leisure housing.

ARTICLE 1 - SCOPE

These General Terms and Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or pitch on the **MERKO LACARRA** campsite to non-professional customers ('Customers or Customer') on its website www.merkolacarra.com or by mail.

The main features of the Services are presented on the website www.merkolacarra.com

The Customer is required to read it before placing an order. The choice and purchase of a Service is the sole responsibility of the Customer. The Service Provider's contact details are as follows:

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

These conditions apply to the exclusion of all other conditions, and in particular those applicable to other marketing channels of 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.

Unless proven otherwise, the data recorded in the service provider's computer system constitutes proof of all transactions concluded with the Customer.

Under the conditions defined by the Data Protection Act and the European Data Protection Regulation, the Customer has, at any time, a right of access, rectification, and opposition to all of his personal data by writing, by mail and justifying his identity, to:

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

The Customer declares to have read these General Terms and Conditions of Sale and to have accepted them by ticking the box provided for this purpose before the implementation of the online Order procedure as well as the general conditions of use of the website www.merkolacarra.com

These General Terms and Conditions of Sale may be subject to subsequent modifications, the version applicable to the Customer's purchase is the one in force on the website on the date of placing the Order.

ARTICLE 2 – RESERVATIONS

The Customer selects on the site **or contract** the services he wishes to order:

- *In camping / pitch, all reservations are accepted for a minimum of 7 nights.*
- *The reservation will be effective only after validation of the order or receipt of the contract signed and completed with all the information requested.*
- *Any deposit payment not accompanied by a contract will not ensure the reservation.*
- *After the final registration of the reservation and receipt of the payment due, the agreement of the provider will be transmitted to the customer by post or email.*
- *The management is the sole judge of the acceptance or refusal of a reservation request without having to give the explanation.*

It is the Customer's responsibility to verify the accuracy of the Order and to report any error immediately. The Order will only be considered final after the Customer has been sent confirmation of acceptance of the Order by the Service Provider.

Any Order placed on the www.merkolacarra.com website constitutes the formation of a contract concluded remotely between the Customer and the Service Provider.

Any Order is nominative and cannot, under any circumstances, be transferred. The holder of the contract can in no way be modified and must be present on arrival and throughout the stay.

Minors must be accompanied by one of their parents, parental discharges are not accepted.

Pitches/rentals are allocated based on period and availability.

ARTICLE 3 – PRICES

The Services offered by the Service Provider are provided at the rates in force on the website www.merkolacarra.com when the order is registered by the Service Provider. Prices are expressed in Euros, including VAT.

The rates consider any reductions that may be granted by the Service Provider on the website www.merkolacarra.com

These rates are firm and non-revisable during their period of validity, as indicated on the website www.merkolacarra.com the Service Provider reserving the right outside this period of validity, to modify prices at any time.

They do not include processing and management fees, which are invoiced in addition, under the conditions indicated on the www.merkolacarra.com website and calculated prior to placing the Order.

VAT: All camping and rental prices listed on the website and on the brochure are inclusive of VAT. The VAT applied is that in force on the date of publication of these conditions, i.e. 10%.

Any modification of this rate between the date of reservation and the date of stay will result in the modification of the prices including VAT of camping and rental accordingly.

The payment requested from the Customer corresponds to the total amount of the purchase, including these costs.

An invoice is drawn up by the Service Provider and given to the Customer when the Services ordered are provided.

3.1. TOURIST TAX

The tourist tax, collected on behalf of the **municipality**, is not included in the rates. Its amount is determined per person per day and varies according to the destinations. It must be paid in cash the day before departure.

ARTICLE 4 - PAYMENT TERMS

4.1. DEPOSIT

In rental a deposit corresponding to 30 % of the total price of the provision of the services ordered plus processing fees is required, the totality for short stays and orders placed less than 30 days before the scheduled arrival date.

When camping, a deposit of 156 € is required.

The deposit must be paid at the time of the order by credit card or transfer, sent to the campsite within 7 days of the order by check or holiday vouchers.

It will be deducted from the amount of the fees but not refunded by the Service Provider in case of cancellation.

4.2. PAYMENTS

Payments made by the Customer will only be considered final after actual receipt of the sums due by the Service Provider.

For rentals, the balance of the stay must be paid in full 30 days before the date of arrival, the day of arrival for the pitches failing which and in the absence of a written supporting message from the customer, the rental contract will be automatically terminated and the deposit paid will be retained by the campsite as termination indemnity.

In the event of late payment and payment of sums due by the Customer beyond the deadline set above, In accordance with Article L. 441-6 of the Commercial Code, compensation of € 40 is due in the absence of payment the day after the payment date appearing on the invoice as well as late penalties equal to 3 times the legal interest rate the amount including VAT of the price of the provision of the Services, automatically and automatically to the Service Provider, without any formality or prior notice.

Late payment will result in the immediate payment of all sums due by the Customer, without prejudice to any other action that the Service Provider would be entitled to bring against the Customer in this respect.

4.3. NON-COMPLIANCE WITH PAYMENT TERMS

In addition, the Service Provider reserves the right, in the event of non-compliance with the payment terms set out above, to suspend or cancel the provision of the Services ordered by the Customer and/or to suspend the performance of its obligations.

4.4. PAYMENT METHODS

No additional costs, higher than the costs incurred by the Service Provider for the use of a means of payment may be invoiced to the Customer. Cheques should be made payable to CAMPING MERKO LACARRA. For payments made by bank transfer, the related bank charges are the responsibility of the client.

ARTICLE 5 - PROVISION OF SERVICES

5.1. PROVISION AND USE OF SERVICES

Please note that the accommodation can be occupied from 4pm on the day of arrival and must be vacated by 9.30am on the day of departure.

The pitch can be occupied from 14:00 on the day of arrival and must be vacated by 11 h 00 on the day of departure, otherwise, an additional day will be charged.

The rental / pitch must be occupied before 19:00 on the day of arrival failing that and in the absence of a written supporting message from the customer specifying his delay, his location or location will become available 24:00 after the arrival date mentioned on the booking contract which will then be automatically terminated. The deposit will be retained by the campsite as a termination indemnity.

The accommodation and pitches are intended for a specific number of occupants and may under no circumstances be occupied by a greater number of people:

- Type 1: 4 people maximum (including children and babies)
- Type 2: 4 people maximum (including children and babies)
- Type 6: 6 people maximum (4 adults + 2 children under 16 years old)

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

For any group booking request, the request must be sent by email or in writing. It will be considered for acceptance or refusal.

The accommodations and pitches will be returned in the same state of cleanliness as when delivered. Otherwise, all or part of the deposit may be retained. Any deterioration of the accommodation or its accessories will give rise to immediate restoration at the expense of the tenant. The inventory state at the end of the lease must be strictly identical to that at the beginning of the lease.

- The nature of the soil and the configuration of the terrain do not allow access to double-axle vehicles.
- Only 1 vehicle per camping pitch and per rental is provided.
- No additional installation on the pitch is allowed.
- Charging of electric vehicles is not allowed.
- Wearing the bracelet on the right wrist is mandatory.
- Gas and charcoal barbecues are allowed outside the mobile home and only on the grass..
- Barbecues, ovens and other electrical equipment.... are prohibited.
- For rent sheets and pillows are not provided, duvets reserved.
- Children must be accompanied in the sanitary facilities.
- Rollerblades, scooters, bicycles ... are strictly prohibited in the sanitary facilities and surroundings.
- Water games are strictly prohibited throughout the field.
- Water filling for all converted vehicles must imperatively be done in the area reserved for them. Connection to water points or supply by cans are strictly prohibited.
- Washing dishes and emptying chemical toilets are prohibited at water points.

5.2. VISITORS

- Visitors: Art R331-10 TOURISM CODE: No one may enter a campsite and caravan site or settle there without the agreement of the land manager or his attendant.
- Anyone entering the campground must be registered.
- Visitors are allowed for a maximum duration of 2H00 / day between 10H00 and 22H00 maximum.
- They must be announced by the residents and present themselves at the reception at each passage.
- They must pay the corresponding fee and must wear a visitor bracelet.

5.3. SECURITY DEPOSIT

Deposits will be requested on the day of arrival in cash, credit card or check (please prepare them in advance) and returned on the day of departure after inventory. A deposit of 20 € will be required for access to the campsite (barrier badge) and will be returned on the day of departure. For accommodation rentals, a security deposit of 300 € covering any damage to the mobile home and 100 € for cleaning is required from the tenant on the day of delivery of the keys and is returned to him on the day of end of the rental under possible deduction of restoration costs. The cleaning is the responsibility of the tenant who undertakes to return the rental in the same state of cleanliness as on arrival, ready to be re-rented. Otherwise, the deposit may be partially or totally retained.

This deposit does not constitute a limit of liability, a state of uncleanness too important will be considered as a degradation of equipment and the rental deposit may then be retained in addition to the household deposit.

ARTICLE 6 – DELAY, INTERRUPTION OR CANCELLATION OF STAY BY THE CUSTOMER

6.1. MODIFICATION

No change in the composition of the family will be tolerated, unless prior authorization of the management, access to the rental / location may then be refused.

The management reserves the right to cancel the contract in case of change of dates, the number of participants or the identity of the participants without any refund.

The customer will be required to pay the costs of stay in full, the period being that for which he has committed.

Any request for a reduction in the length of stay will be considered by the Service Provider as **a partial cancellation, the consequences of which are governed by Article 6.3.**

6.2. LATE ARRIVAL / INTERRUPTION

No reduction will be granted in the event of a late arrival, early departure or a change in the number of people (whether for all or part of the planned stay).

6.3. CANCELLATION

6.3.1 In the event of cancellation of the Booking by the Customer after its acceptance by the Service Provider, for any reason whatsoever except force majeure, the deposit paid to the Booking, as defined in Article 4 - **PAYMENT TERMS** of these General Terms and Conditions of Sale will automatically be acquired by the Service Provider, as compensation for termination, and will not give rise to any refund.

A GRITCHENAFFINITY insurance specialist in outdoor hospitality is offered to the customer when ordering, it is strongly recommended.

The amount is 3.2% of the total of your invoice (excluding tourist tax).

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

INDOOR CAMPING – GRITCHENAFFINITY www.campez-couvert.com

In all cases of cancellation, the processing and management fees (Article 3) will remain the responsibility of the Service Provider.

6.4. CANCELLATION IN CASE OF PANDEMIC

6.4.1 In the event of total or partial closure of the establishment during the dates of the booked stay (which is assimilated to a total or partial ban on the public, insofar as the customer is directly concerned by the application of this measure) decided by the public authorities, and which is not attributable to the provider, the sums paid in advance by the customer for the reservation of the stay will be refunded in a 2 months.

6.4.2 In the event that the cancellation of the stay is justified by the fact that one of the participants is directly or indirectly affected by COVID 19 (infection or contact case), and that this situation calls into question his participation in the stay, only the subscription to the cancellation insurance proposed at the time of the order may give rise to a refund.

6.4.3 By way of derogation from paragraph 6.3.1, in the event that the Customer is forced to cancel the stay entirely due to government measures that do not allow participants to travel (local or general confinement, prohibition of travel, border closures), even though the campsite is able to fulfill its obligation and welcome them, the Service Provider will issue a credit note corresponding to the sums paid by the Client, after deduction of processing and management costs (Article 3) which will remain the Service Provider's property.

This credit, non-refundable and non-transferable, will be valid for 18 months.

ARTICLE 7 - RESPONSIBILITY OF THE CUSTOMER

7.1. CIVIL LIABILITY

The customer benefits during his stay from the civil liability guarantee of the operator for any bodily injury or material damage for which he would have been recognized as responsible towards the customer.

The Customer hosted on a pitch or in an accommodation must be insured in civil liability. A certificate of insurance may be requested from the Customer before the start of the service.

7.2. ANIMALS

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

They are accepted in camping subject to the packages available from the Service Provider. They must be vaccinated and tattooed (up-to-date vaccination record) and must never be left in the field, even locked up in the absence of their masters. They are under the responsibility of their masters who are civilly responsible for them, They must be kept on a leash and walked out of the campground for their natural needs. They are strictly forbidden in sanitary facilities and must not be attached to trees or plantations.

Dogs of 1st and 2nd category, within the meaning of Article L 211-12 of the Rural and Maritime Fisheries Code, are prohibited. The management reserves the right to refuse an animal.

7.3. RULES OF PROCEDURE

Internal rules are posted at the entrance of the establishment and at the reception. The Customer is required to read and respect it.

ARTICLE 8 - LIABILITY OF THE SERVICE PROVIDER - WARRANTY

The Service Provider guarantees the Customer, in accordance with the legal provisions and without additional payment, against any lack of conformity or hidden defect, resulting from a defect in the design or realization of the Services ordered.

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

The Service Provider will rectify or have rectified (as far as possible) the services deemed defective as soon as possible following the Service Provider's discovery of the defect or defect.

The Service Provider cannot be considered responsible or in default for any delay or non-performance resulting from the occurrence of a case of force majeure usually recognized by French jurisprudence.

The Services provided through the Service Provider's **www.merkolacarra.com** website comply with the regulations in force in France.

ARTICLE 9 - RIGHT OF WITHDRAWAL

Activities related to the organization and sale of stays or excursions on a specific date or period are not subject to the withdrawal period applicable to distance selling.

ARTICLE 10 – IMAGE RIGHTS

During your stay you may be photographed or filmed and appear on future advertising media. Your refusal must be notified by LRAR accompanied by a copy of the identity card of the persons concerned.

ARTICLE 11 – PROTECTION OF PERSONAL DATA

The Service Provider, the author hereof, implements the processing of personal data on a legal basis

- Either the legitimate interest pursued by the Service Provider when it pursues the following purposes:
 - prospecting
 - the management of the relationship with its customers and prospects,
 - the organization, registration and invitation to events of the Service Provider,
 - processing, execution, prospecting, production, management, follow-up of customer requests and files,
 - the drafting of acts on behalf of its clients.
- Either compliance with legal and regulatory obligations when implementing processing for the purpose of:
 - the prevention of money laundering and terrorist financing and the fight against corruption,
 - invoicing,
 - accounting.

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

In this respect, customer data are kept for the duration of the contractual relationship plus 3 years for animation and prospecting purposes, without prejudice to retention obligations or limitation periods.

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

Prospects' data is kept for a period of 3 years if no participation or registration in the Service Provider's events has taken place.

The data processed are intended for the authorized persons of the Service Provider. Under the conditions defined by the Data Protection Act and the European Data Protection Regulation, natural persons have a right of access to data concerning them, rectification, interrogation, limitation, portability, erasure. The persons concerned by the processing carried out also have a right to object at any time, on grounds relating to their particular situation, to the processing of personal data having as its legal basis the legitimate interest of the Service Provider, as well as a right to object to commercial prospecting.

They also have the right to define general and specific guidelines defining the manner in which they intend to exercise, after their death, the rights mentioned above.

- By e-mail to the following address: **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 lodge a complaint with the CNIL.

ARTICLE 12 - INTELLECTUAL PROPERTY

The content of the **www.merkolacarra.com** website is the property of the Service Provider and its partners and is protected by French and international laws relating to intellectual property.

Any total or partial reproduction of this content is strictly prohibited and may constitute an offense of counterfeiting. In addition, the Service Provider remains the owner of all intellectual property rights on photographs, presentations, studies, drawings, models, prototypes, etc. carried out (even at the request of the Client) for the purpose of providing the Services to the Client.

The Customer is therefore prohibited from any reproduction or exploitation of said studies, drawings, models and prototypes, etc., without the express, written and prior authorization of the Service Provider who may condition it to a financial compensation.

ARTICLE 13 - APPLICABLE LAW - LANGUAGE

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

These General Terms and Conditions of Sale are written in French. In the event that they are translated into one or more foreign languages, only the French text shall prevail in the event of a dispute.

ARTICLE 14 – DISPUTES

All disputes to which the purchase and sale transactions concluded pursuant to these general conditions of sale could give rise, concerning both their validity, interpretation, execution, termination, consequences and consequences and which could not be resolved between the provider and the customer will be submitted to the competent courts under the conditions of common law.

The courts of Bayonne have sole jurisdiction in the event of a dispute.

The Customer is informed that he may in any event of a dispute have recourse, in the event of a dispute, to a conventional mediation procedure or any other alternative dispute resolution method.

In the event of a dispute and after having referred the matter to the professional's customer service, any customer has the possibility to refer the matter to a consumer mediator, within a maximum period of one year from the date of the written complaint, by LRAR, to this professional.

In particular, he can have recourse free of charge to the following Consumer Mediator **to whom we report:**

BAYONNE MEDIATION - 32 rue du Hameau - 64200 BIARRITZ - **06.79.59.83.38** - www.bayonne-mediation.com

We remind you that recourse to consumer mediation is only possible provided that:

- You have previously submitted a complaint to our customer service that is less than one year old.
- Your dispute has not been previously examined or is not being examined by another mediator or court.
- You are not a professional.

ARTICLE 15 - PRE-CONTRACTUAL INFORMATION - ACCEPTANCE OF THE CUSTOMER

The Customer acknowledges having been informed, prior to placing his Order, in a legible and understandable manner, of these General Terms and Conditions of Sale and all the information and information referred to in Articles L 111-1 to L111-7 of the Consumer Code, in addition to the information required pursuant to the decree of 22 October 2008 on the prior information of the consumer on the characteristics of rental accommodation in outdoor hotels 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 ancillary costs;
- Information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if it is not apparent from the context;
- Information relating to legal and contractual guarantees and their implementation procedures; the functionalities of the digital content and, where applicable, its interoperability;
- The possibility of resorting to conventional mediation in the event of a dispute;
- Information relating to, termination terms and other important contractual conditions.

The fact that a natural person (or legal entity) orders on the **www.merkolacarra.com** website implies full adherence and acceptance of these General Terms and Conditions of Sale, which is expressly acknowledged by the Customer, who waives, in particular, to invoke 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)