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 the 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 appearing in sales and marketing materials are for illustrative purposes only and are not contractually binding.

Only the information contained in the booking confirmation and in
these GTCS is contractually binding.

These GTCS are available on the campsites' websites.

1. Booking conditions and access to the Campsite

The booking becomes effective once the GTCS have been accepted during online booking and the deposit or the full price of the stay has been received.
Bookings for 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-related services.

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

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

- 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.
Rental accommodation is strictly non-smoking (cigarettes, electronic cigarettes and any other smoking or vaping product). If a breach of this ban is noted during the check-out inspection (lingering smell, marks, cigarette butts), a flat-rate cleaning and deodorising fee of €95 will be applied and may be invoiced.

Booked 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 depending on the campsite.

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 make the pitch available again within 24 hours. No refund will be made.

The Customer who signs this contract, which is concluded for a fixed term, may under no circumstances claim any right to remain on the premises at the end of the stay, unless a new pitch booking is 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 a pitch booked in disregard of this rule for minors under 18 who arrive at the Campsite reception unaccompanied by their legal guardians, and to cancel the stay immediately.

Furthermore, the Campsite is not a Holiday and Leisure Centre (Centre de Vacances et de Loisirs) within the meaning of French Decree no. 2002-883 of 3 May 2002, and is not suited to providing collective or individual care, away from the family home, for minors under 18 who are not accompanied by their legal guardians.

2. Prices and payment terms for Campsite services

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

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

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

Transfer and sub-letting:
Every rental is made in the Customer's own name; it may not be transferred or sublet without the prior consent of the Campsite.

Price changes:
The prices shown are subject to change. The campsite reserves the right to change 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 may under no circumstances be held liable for a 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 in force on the date the stay is booked. The total price of the stay includes the rental price of the pitch or rental accommodation, the additional services selected, the booking fees and any cancellation insurance. This total price is shown before the Customer confirms the booking of the stay, 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, at the invoicing date may be passed on in 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 due 30 days before the start date of the stay.

If payment is not made within these time limits, the booking is deemed cancelled.

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

- For bare pitches, tents and motorhomes:

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

For Pitch stays of 1 or 2 nights, payment in full 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

Your stay may be paid for by bank card (the cards accepted are those of the Carte Bleue, Visa and Eurocard/MasterCard networks), by chèques-vacances holiday vouchers (ANCV) (sent by registered post with acknowledgement of receipt), in cash in euros, and by cheque in euros up to 30 days before arrival at the Campsite.

b. Security deposit:

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

The deposit will be returned in full on the day of departure or, at the latest, 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. It will be based on the inventory completed by the Customer on the day of arrival. The Customer will be given an inventory to check when moving in and must report any anomaly to the Campsite reception within 24 hours of arrival.

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 chèques-vacances holiday vouchers (ANCV) is cancelled by the Customer or by the Campsite, no refund can be made; the amount received will be offered in the form of a credit note towards a future booking.

a. Modifying your booking

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

On request, the Customer may ask to modify the stay (dates, destination, type of accommodation or pitch), subject to availability and accommodation capacity.
The Customer may request a modification of the 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 accommodation stay.
- If the price of the new stay is higher, the difference between the two bookings is payable by the Customer.

If the price of the new stay is lower than that of the initial stay, no refund is made and the administrative modification fee defined above applies.

The Customer's attention is drawn to the fact that, if the stay is modified, the Customer will not be able to benefit from promotions introduced after the initial booking. The date of the first booking shall prevail.

If the Campsite is unable to grant the Customer's modification request, the initial stay will be maintained unless it is cancelled by the Customer, in which case the corresponding cancellation fees will apply.

b. Unused services

Any stay that is interrupted or shortened, or any no-show (late arrival, early departure) attributable to the Customer, shall not give rise to any refund.

c. Cancellation by the campsite

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

However, such cancellation shall 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 given 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 retained and the cost of the insurance, if taken out, is non-refundable.
Cancellation of the booking by the Customer will result in cancellation fees being charged per booking according to the scale below:

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

4. Liability

The Campsite declines all liability in the event of theft of or damage to personal belongings on the Campsite.

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

Please also note that the car parks are not supervised.

5. Complaints

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

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

In the event of disagreement with the reply given, or if no reply is received two months after your complaint was sent, 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 its 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

enclosing a copy of the first written complaint sent to the Campsite and of the reply received.

6. Tourist tax

The tourist tax, collected on behalf of the municipalities, is not included in the accommodation price. Its amount, set per person and per day, varies according to the destination.
It is paid at the time of booking, on the basis of the amount in force. As this amount may change during the year, an adjustment (additional payment or refund) may be made on your arrival if the applicable rate has changed.

7. Personal data

In accordance with the European legislation in force, and in particular the General Data Protection Regulation (Regulation (EU) 2016/679 of 26 April 2016), the campsite, acting 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 in the European Union.

The information requested from you is necessary for your booking to be processed by our teams. Your answers are mandatory; failure to answer makes your registration impossible.

The processing is also carried out for statistical purposes, for prospecting and for marketing operations with your prior consent, as well as on the basis of the legitimate interests of the UCPA Group, to which you consent by accepting the general terms and conditions of sale.

Where your telephone details are collected, the Campsite informs you of your right to register on a telephone-canvassing opt-out list

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

You have the right to access, rectify and port your data, to object, to have your data erased 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, to the following address: UCPA – DPO – 21, rue de Stalingrad 94110 Arcueil or by email to dpo@ucpa.asso.fr.

You may also lodge a complaint with the competent supervisory authority.

For security reasons, video-surveillance systems may be installed on the campsite in compliance 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 guarantee for one of the risks insured by the new contract.

If you can prove that you already hold cover for the risks insured by the insurance taken out, you may withdraw from this insurance (or these insurances) free of charge within 14 days of its conclusion, provided that the package has not begun and no cover has been called upon.

In this situation, you may exercise your right of withdrawal by letter or any durable medium sent to the insurer of the new contract, together with a document proving that you already hold cover for one of the risks insured by 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, check the withdrawal terms in your contract.

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

The optional cancellation cover entitles the Customer to reimbursement of the sums 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 the stay due to illness or accident.

The terms of cover under Assur'Camping are set out in the insurance's general terms and conditions, which are available and provided at the time of booking and of subscription to this additional insurance.

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

9. Campsite rules

Every Customer and visitor is required to 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 or 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 measure with regard to that Customer, in particular permanent exclusion from the campsite and cancellation of all stays with later departure dates. No compensation shall be due in this respect.
Every Customer must comply with the rules to ensure that the stay runs smoothly.
As a general rule, the campsite strongly advises against bringing valuables or leaving them in rental accommodation, on bare 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. Visitors from outside the campsite

Visitors from outside the Campsite must report to reception. Vehicles must be parked outside the Campsite. Visitors may not use the facilities located within the campsite.

11. Animals

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

Animals must be kept on a lead and, where applicable, muzzled. 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 a policy, insurance certificates **Dedicated claims service** Tuesday and Thursday, 2 pm to 5 pm 05 34 45 31 50 - gestionucpa@xplorassur.com Questions about claims, claim follow-up, missing supporting documents	**Do you wish 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 postal address: UCPA - Pôle Relation Client Réclamation 21-37 rue de Stalingrad CS 30517 – 94741 ARCUEIL CEDEX (France), the postmark serving as proof of date. Or by email: reclamation@ucpa.asso.fr Any complaint made after departure must be sent within the strict time limit of thirty days after the return date. After this deadline, no correspondence can be taken into consideration.
Wellness Sport Camping UCPA Ax-Les-Thermes Le Malazéou - RN20 - 09110 Ax-Les-Thermes +33 (0)5 61 64 69 14 - hello-ax-les-thermes@wellness-sport-camping.com Website: axlesthermes.wellness-sport-camping.com	Wellness Sport Camping is a brand of the UCPA non-profit group – SAS La Vacance operates the Wellness Sport Camping UCPA campsites on behalf of the Association UCPA. Registered office of SAS La Vacance: 9 chemin de la Mainette 65510 Loudenvielle - RCS Tarbes - Siret: 42115427900028 - VAT no.: FR19421154279 - APE: 5530 Z - Financial guarantee: Caisse d'Epargne Midi Pyrénées 10 avenue Maxwell 31023 Toulouse - Professional civil liability insurance: ALLIANZ IARD, 87 rue de Richelieu 75002 Paris.