



# **Terms & Conditions**

**EN – UK**



## Flower Campings – Terms & Conditions

These Terms & Conditions set out the rights and obligations of the parties that make up the booking contract for touring pitches and rental units at our campsite.

By booking a pitch and/or rental unit at our campsite you acknowledge that you have read and accepted these Terms & Conditions.

### 1/ Services – Rates

We offer touring pitches and holiday units for rent.

#### ➤ Touring pitches

These are camping pitches intended for tents, caravans and motorhomes.

The price of your stay is calculated on the basis of an all-in package that covers your pitch rental and the right for two people to camp on the pitch with either **one** tent and **one** vehicle or **one** caravan and **one** additional vehicle or **one** motorhome. It also includes access to our reception facilities, toilet and shower blocks, entertainment and activities. Depending on the package you chose, it may include an electric hook-up and other options where available.

You will need to select one of the following packages:

Standard option: a touring pitch **without** electricity

Comfort option: our Standard option plus an electric hook-up

Premium option: our Comfort option plus (*prestation à préciser par le camping*)

Freecamp: our Standard or Premium option including accommodation with private toilet and shower

The package options listed above do not include any extra charges for additional campers, additional vehicles, pets, etc. that may be added to your chosen package.

#### ➤ Rental units

Our rates include the rental of your chosen accommodation based on the number of people in your party (in line with the capacity of the unit in question), water, gas and electricity charges (but not the cost of charging electric and hybrid vehicles), parking for your vehicle and access to our reception facilities, toilet and shower blocks, entertainment and activities.

Once you have made your booking, you will be asked to pay a security deposit of 350.00 Euros. This deposit is payable on arrival at the site and will be returned to you by post at the end of the your stay and no later than eight days after your departure. However, we reserve the right to retain all or part of this deposit in the event of damage to your accommodation and/or its contents and/or any other campsite equipment. We also reserve the right to deduct the sum of 75.00 Euros to cover cleaning costs if your accommodation was not cleaned before you left.

#### ➤ Touring pitches and rental units

The prices indicated include VAT but do not include French tourist tax (or *taxes de séjour*).

Whether you book a touring pitch or a rental unit, extra charges will be made for additional people, additional vehicles, additional tents, pets, visitors, etc.

In addition, our prices may vary in line with economic and market conditions. The agreed price payable by you is the price indicated on your booking confirmation.

Flower Campings applies a dynamic pricing policy. This means that our rates may go up or down over time.

Partner benefits advantages and special offers cannot be applied retrospectively to confirmed bookings whether paid for in part or in full.

As a result, different customers may pay different prices for the same holiday. Under no circumstances will customers paying a higher price be refunded the difference between the price they have paid and the special offer price.

## **2/ Booking conditions**

### **➤ Bookings**

You can book your stay on our website at [www.campinglemontana.fr](http://www.campinglemontana.fr), on the Flower website at [www.flowercampings.com](http://www.flowercampings.com) or by telephone.

At the time of booking, you will be required to pay:

- a deposit of 30% of the total cost incl. VAT of your stay including the total cost incl. VAT of any additional services you have booked together with French tourist tax, where applicable;
- our holiday cancellation insurance premium if you have chosen this option.

Your booking does not become binding until you receive our email booking confirmation setting out the details of your stay.

You will be required to pay the balance of the price of your stay, including the price of any additional services you have booked including VAT and French tourist tax, where applicable, no later than 30 days before the start of your stay. If the balance is not paid by this date, your stay will be deemed cancelled and the cancellation conditions set out below will apply.

Bookings made less than 30 days before your arrival date must be paid for in full unless more favourable conditions apply. You will be informed should any such conditions apply.

### **➤ No cooling-off period**

You should be aware that under section L. 221-28 12° of the French Consumer Code (*Code de la consommation*), there is no cooling-off period for travel-related products including accommodation, transport, hospitality and leisure services to be provided on a fixed date or for a fixed period.

### **➤ Maximum capacity**

For safety and insurance reasons, the number of occupants on each pitch/in each unit may not exceed the stated capacity (no more than 1 to 6 people depending on the capacity of the pitch/unit in question) including infants. If it becomes apparent when you arrive that your party exceeds the maximum capacity of your pitch/unit, we reserve the right to refuse you access to the pitch/unit you have booked, and we will not refund you the price of your stay.

➤ Under-18s

For safety reasons, and unless otherwise authorised by email prior to your arrival and at your request, we cannot accept children under the age of 18 unless they are accompanied by their parents or grandparents for the entire duration of their stay with us.

### **3/ Terms of payment**

➤ Payment methods accepted

You can pay for your stay in euros using the following payment methods:

Cheque drawn on a French bank, French holiday vouchers, postal and money orders, bank or credit card, bank transfer or cash.

However, bookings made less than 30 days prior to your arrival date must be paid for by bank or credit card.

➤ Walk-in customers

If you arrive at the campsite without booking in advance you will be required to pay for at least the first night of your stay on arrival. Our reception staff will also ask you how long you intend to stay. The balance of the price must be paid no later than the day before your departure so please make a note of our reception opening hours. No refund will be given if you leave earlier than indicated.

### **4/ Your stay**

➤ Handover of keys

*Check-in after 3 PM ; Check-out before 10 AM.*

We will make every effort to accommodate your preferences depending on availability at the campsite on the date you arrive but cannot guarantee you a specific touring pitch or rental unit.

If you have any complaints about the cleanliness or general state of your rental unit, you should inform us within 24 hours of your arrival so that we can take the necessary action. We will not be able to act on complaints received after this 24-hour period.

We will have cleaned your accommodation before you arrive, and you must leave it in the state in which you found it. If you fail to do this, we reserve the right to deduct cleaning costs from your security deposit as set out in section 1 of these Terms and Conditions.

➤ Late arrival/early departure

If you arrive later or leave earlier than the dates specified on your booking confirmation, you will still have to pay for all of your stay. You will not be able to claim a refund for any time you do not spend at the campsite.

➤ Pets

We are happy to accept dogs and cats on site with the exception of category 1 dogs (also known as 'attack dogs') and category 2 dogs (also known as 'guard and defence dogs') within the meaning of French Law No. 99-5 of 6 January 1999. Dogs must be kept on a lead at all times when on site. Please respect the campsite by cleaning up after your pets. When you arrive on site, you will be asked to present your pet's health passport including evidence of any mandatory vaccinations, in particular an anti-rabies vaccination. You must also be able to show us your pet's microchip or tattoo certificate and a third-party liability insurance certificate.

➤ Campsite rules

Throughout your stay at the campsite you must follow the campsite rules. You will find a copy of these rules on display at reception but we would be pleased to email you a copy of them if you wish.

➤ Image rights

You may find that we take photographs and/or videos on the campsite for activity and/or publicity purposes during your stay. These photos/videos may show you or the other people in your party. When you pay the balance of the price of your stay, we assume that you are also giving us your consent to use any photos and/or videos in which you or the other people in your party appear for the purposes set out above and for a period of 5 years. If you do not wish us to use any photographs or videos in which you or your party appear for these purposes you must notify us in writing by letter, email or other 'durable medium'.

➤ Non-availability of certain services

Some of the services and facilities we offer (e.g. swimming pool, restaurant, activities, entertainment, etc.) may not be available all year round, in particular due to weather conditions or other cases of *force majeure*, and may not operate in all seasons. They may therefore be temporarily unavailable during all or part of your stay.

We will do everything we can to let you know about any works or alterations that will be carried out during your stay.

➤ Termination of the booking contract due to non-performance by you

The booking contract will be terminated automatically in case of any one of the following events:

- If you and/or another person in your party repeatedly fail to follow the campsite rules. Repeated failure means a second failure occurring after you have received an initial warning by email reminding you to follow the campsite rules. In such a case you must leave your pitch/unit accommodation within 12 hours of the termination of your booking contract as notified by email and we will not refund any part of the price of your stay.
- If you fail to arrive at the campsite within 24 hours of your arrival date/time and have not informed us when you will be arriving and the reason for the delay. We are free to rebook your pitch/unit at the end of this 24-hour period if we have been unable to contact you using the contact details you gave us when you booked your holiday. In such a case we will retain any money you have paid to us and no refund will be made.

## **5/ Changes to your stay**

You can ask to change the dates and/or details (type of accommodation) of your stay at our campsite as long as we receive your request by email at least 21 days before your arrival date.

In such a case, you must book another stay at our campsite in the same season as your original booking subject to availability and at the applicable rates. You may only change your initial booking once. If you are unable to honour your rearranged booking, your stay will be deemed cancelled and we will retain any money you have paid to us.

If the price of the rearranged stay is greater than that of the initial booking, you must pay us the difference no later than 30 days before your rearranged arrival date. Failing this, the rearranged stay will be deemed cancelled and the terms of cancellation set out above will apply. If the price of the rearranged stay is lower than that of the initial booking, we will keep the difference in price as compensation for the loss suffered as a result of the change.

## **6/ Cancellation**

### ➤ Cancellation by you

If you wish to cancel your booking, you must notify us in writing (email, registered letter with acknowledgement of receipt, etc.).

- If we receive your email/letter more than 30 days before your arrival date, we will retain your deposit, the admin charge and any holiday cancellation insurance premium you paid at the time of booking.
- If we receive your email/letter between the 30<sup>th</sup> and the 15<sup>th</sup> day before your arrival date, we will retain your deposit, the admin charge and any holiday cancellation insurance premium you paid at the time of booking. We will refund you the balance of the price of your stay in the form of a credit note that you can use for a future stay at our campsite and which you must book for the same season as the cancelled stay or the following season. If you booked your stay less than 30 days before your arrival date, and we receive your cancellation email/letter 15 days or more before this arrival date, we will retain your deposit, the admin charge and any holiday cancellation insurance premium you paid at the time of booking. We will refund you the balance in the form of a credit note that you can use for a future stay at our campsite and which you must book for the same season as the cancelled stay or the following season.
- If we receive your email/letter less than 15 days before your arrival date, we will retain any money you have paid us.

**To make sure that you are covered in case of cancellation, we strongly advise you to take out our holiday cancellation insurance at the time of booking.**

Exceptions to the conditions set out above:

- If you have to cancel because you live in an area which is subject, on your arrival date, to lockdown measures that prevent residents from travelling in order to avoid the propagation of Covid-19, we will retain your deposit, the admin charge and any holiday cancellation insurance premium you paid at the time of booking. We will refund the balance in the form of a credit note that you can use for a future holiday at our site and which you must book for the same season as the cancelled stay or the following season. This applies even if we receive your email/letter less than 15 days before your arrival date.

- If your cancellation is the result of a case of *force majeure*, that is to say an unforeseeable and unavoidable event beyond your control, we will refund any money you have paid to us.

➤ Cancellation by the campsite

If we are forced to cancel a booking that we have already confirmed we will inform you by email as quickly as possible. Any money you have already paid will be refunded to you in full no later than 10 days following notification cancellation.

## **7/ Complaints – Disputes**

If you have a complaint about your stay with us, you must make it to us in writing by registered letter with acknowledgement of receipt within 20 days after the end of your stay.

In case of dispute, and where no amicable solution can be found within one month following receipt of your letter of complaint, you can take your complaint to a consumer ombudsman service free of charge. You must do this within one year of sending your letter of complaint.

For your convenience, we suggest that you contact the following consumer ombudsman:

- Ombudsman:
- Address:
- Website: [www.](http://www.)
- Contact details:

## **8/ Personal data**

We will collect and process certain personal data about you when you make your booking and during your stay with us.

If you make your booking through our website or via [www.flowercampings.com](http://www.flowercampings.com), any data collected before or during booking will be processed in accordance with a confidentiality policy and terms and conditions that you will be asked to agree to before your booking is confirmed.

We will collect the following personal data when you make a booking by telephone and during your stay with us:

- the full name of the person making the booking,
- the telephone number from which the booking is made,
- the email address of the person making the booking,
- the dates of birth of the person making the booking and the other people in their party.

This data is collected and processed on the following basis:

- with your consent,
- to fulfil the booking contract between us.

Only Flower Campings (a French simplified share company with capital of EUR 92,500, company registration RCS Toulouse 492 355 508, registered address Les Espaces de Balma 4-5, 16 avenue Charles de Gaulle, 31130 BALMA, France) has access to the data collected.

The data collected is processed for the following purposes:

- to fulfil the booking contract between us,
- to manage any complaints you may make,

- to manage our customer database,
- for marketing campaigns carried out by us and/or Flower Campings,
- to manage our accounting system.

The data collected is kept for the length of time required for the performance of the booking contract and for a further five years after the end of your stay unless there is a dispute ongoing at that time, in which case the data will be kept until such time as the dispute is settled.

Pursuant to French data protection legislation (*Loi Informatique et Libertés n° 78-17 du 6 janvier 1978*), every individual has the following rights in respect of their personal data: the right of access, the right to rectification, the right to erasure (also known as the 'right to be forgotten'), the right to object, the right to restriction of processing and the right to data portability. Individuals may also give instructions on the way in which their personal data should be stored, erased and disclosed after their death.

In addition, individuals may object to the processing of their personal data for reasons relating to their personal situation.

To exercise these rights you should write (registered letter with acknowledgement of receipt) to: Flower Campings, Les Espaces de Balma 4-5, 16 avenue Charles de Gaulle, 31130 BALMA or send an email to: [contact@flowercampings.com](mailto:contact@flowercampings.com).

Any individual whose data processing rights as set out above are infringed may make a complaint to the French data processing authority, the Commission nationale de l'informatique et des libertés or CNIL at <https://www.cnil.fr/>.

You can also opt out of receiving unsolicited sales calls ('cold calls') by registering with BLOCTEL, the French telephone preference service, via its website at <https://www.bloctel.gouv.fr/>.

