

## GENERAL RENTAL TERMS AND CONDITIONS

In order to benefit from the services offered by Camping Club Le Napoléon, we recommend that you read these General Rental Terms and Conditions carefully. These conditions apply to the sale of rental holidays by Camping Club Le Napoléon and are valid at the time of booking and to the exclusion of all other conditions. Camping Club Le Napoléon reserves the right to change the conditions at any time. In all instances, the version applicable to the customer will be the one that the customer receives either electronically (pdf) or in paper format at the time of booking. Booking a holiday implies acceptance of the conditions without reservation. The present terms and conditions are in English. Any complaint or dispute which may arise concerning their validity, interpretation, execution or application, will be brought by the instigating party before the courts of Aix-en-Provence, regardless of the customer's country of origin.

### 1. BOOKINGS

Bookings are only binding on Camping Club Le Napoléon when the company has accepted them. Camping Club Le Napoléon has the right to accept or refuse bookings depending on availability, and, more generally, depending on circumstances that may adversely affect the performance of the booking made. The customer must be present for the holiday that they have booked. Camping Club Le Napoléon informs its customers that the sale of accommodation services provided on a specific date or for a specific period is not subject to provisions relating to the 14-day retraction period applicable to distance selling.

### 2. IMPORTANT INFORMATION

**2.1** Camping Club Le Napoléon offers holidays for families, with accommodation specially designed for this purpose. Camping Club Le Napoléon reserves the right to reject any booking that does not conform to our reception and accommodation capacities. The full names and ages of all the participants, including babies, must be provided at the time of booking. The provision of any false information may lead to the immediate cancellation of the booking. For obvious health and safety reasons (the swimming pool, possible evacuation of the campsite due to a weather warning or possible hospitalisation during the stay) children will not be admitted unless accompanied by their legal guardians. Furthermore, according to decree no. 2002-883 of the 3rd March 2002 relating to the protection of children during school holidays and educational or leisure trips, our campsites are not authorised to provide group or individual holidays outside of the family home for minors under 18 who are not accompanied by their legal guardians.

Minors accompanied by their legal guardians are under the responsibility of the latter. It is forbidden to leave them alone or unattended on the campsite.

**2.2** The acceptance of the booking is only confirmed when Camping Club Le Napoléon sends a confirmation by post, fax or email. Camping Club Le Napoléon guarantees the customer that their bank account will only be debited once the booking confirmation has been registered.

**2.3** The customer expressly acknowledges that Camping Club Le Napoléon cannot be held liable for the communication by its partners or by any third party of false, misleading or incorrect information contained in the brochure or on the [www.camping-napoleon.fr](http://www.camping-napoleon.fr) website regarding the destinations and campsites and in particular the illustrative photos, descriptions, leisure facilities, services and the operating dates.

**2.4** The plans and photos of the accommodation are provided as illustrations. The layout and characteristics may vary slightly from one model to another. For the details of each type of accommodation, please refer to the written description of the accommodation available in the accommodation section of the relevant campsite page at: [www.camping-napoleon.fr](http://www.camping-napoleon.fr). If you have any questions, our reservation service is available at this number: 00 33 (0)4 67 01 07 80(local call cost + any applicable international charges).

**2.5** It may happen that certain activities and facilities offered by Camping Club Le Napoléon's partner campsites, and which feature in the brochure descriptions, are cancelled due to the weather conditions or in the case of absolute necessity, or are not available in early or late season. Camping Club Le Napoléon cannot be held liable for such eventualities as a consequence.

**2.6** Mobile homes are allocated by Camping Club Le Napoléon according to availability so as to optimise the planning schedules. The allocation may be modified at any time before the actual handing over of the keys.

**2.7** Camping Club Le Napoléon cannot, under any circumstances, guarantee a specific pitch for the type of accommodation selected. Therefore, the customer is not able to choose his accommodation pitch in advance, and he will not be allocated a pitch number before the start of the holiday. Only the destination, dates and type of accommodation are guaranteed.

**2.8** The comfort-level rating given to campsites in the brochure descriptions or on the [www.camping-napoleon.fr](http://www.camping-napoleon.fr) website corresponds to a classification system which takes into account local norms in the host country and may therefore differ from French norms. It is only provided as a guide.

**2.9** Access to the accommodation may be refused in the event of a customers' poor behaviour should it disturb the peace and quiet on the host campsite.

**2.10** Partner discounts and special offers cannot be applied to bookings that are already fully or partially paid for.

**2.11** Camping Club Le Napoléon will check each offer individually to confirm whether it is applicable. In the case of fraud, the discounted amount will be claimed back from the customer.

**2.12** Customers who are entitled to "partner benefits" must have booked the holiday themselves. The discount is only applicable for one stay on the same dates and on the same campsite.

**2.13** In the event of the customer not arriving on the campsite on their scheduled arrival date, and in the absence of a letter or email received by the head office within 48 hours, Camping Club Le Napoléon reserves the right to re-rent the accommodation.

**2.14** The purchase and/or wearing of a wristband may be required on some campsites to ensure customers' maximum security and to prevent the entry of unauthorised people from outside of the campsite. The wristband will be valid for the entire duration of the stay.

**2.15** All of the Camping Club Le Napoléon mobile homes have been built after the year 2000.

**2.16** Bookings are made in an individual's name and are personal. They cannot therefore be transferred or partially or fully sub-let without prior agreement from Camping Club Le Napoléon. Camping Club Le Napoléon reserves the right to cancel any booking by a customer with whom there exists a dispute relating to the payment of a previous booking.

### 3. SPECIFIC ARTICLES RELATED TO ONLINE BOOKINGS ON THE [www.camping-napoleon.fr](http://www.camping-napoleon.fr) WEBSITE

Each online booking constitutes the creation of a distance selling contract and necessarily implies the acceptance, without restriction or exception of these terms and conditions.

#### 3.1. USE OF THE WEBSITE

The customer guarantees Camping Club Le Napoléon of their legal status as an adult, and that they have the legal capacity and all necessary authorisation to use the method of payment chosen to confirm their booking. The customer is authorised to access and use the website for the sole purpose of booking holidays with Camping Club Le Napoléon. The customer agrees to use the website in a responsible way and in complete compliance with these General Rental Conditions and with the law and local regulations, including import-export regulations.

Without exception, none of the website content as a trademark or service mark, may be used for pornographic, illegal or defamatory purposes or with the aim of damaging the public or private life of any person whatsoever, nor to infringe any intellectual property, name, brand or service rights or any other intellectual property rights of any person or entity. The customer also agrees not to use the website to develop products or services which could be offensive, illegal, threatening, libellous, threatening, harmful, obscene, malicious, or reprehensible in any way. Camping Club Le Napoléon may cancel services provided to any customer found to be using Camping Club Le Napoléon's services for undesirable or illegal purposes. It is not authorised or permitted to download, save, change, publish or distribute any part of the website content whatsoever. The customer is personally liable for the use he makes of the website content. He accepts not to include in the website content any words, images, designs, trademarks or any work whose intellectual property rights belong to any third party whatsoever, without having first obtained appropriate authorisation from its owners. When making a booking on the website, the customer guarantees that he/she has all rights, permissions and authority necessary to make the booking. The customer accepts personal responsibility for protecting his password and for controlling access to his/her personal account. He/she also accepts to be personally liable for any booking or other actions taken using this account. The customer acknowledges that Camping Club Le Napoléon cannot be held liable for the information and holidays offered on the website. Whilst Camping Club Le Napoléon does its very best to maintain the service operational, it can offer no guarantee as to continuity of access to its website and therefore declines all liability for any direct and/or indirect harm caused by the full or partial lack of access, or which may result from the use of the service by an Internet user. Under no circumstances can Camping Club Le Napoléon be held liable for damages resulting from a loss of data, even if Camping Club Le Napoléon has been informed of a risk relating to the use or to the operation of the website, or of failure to supply the holiday booked with Camping Club Le Napoléon including, without restrictions, damages arising from an error, omission, virus, delay or interruption of the service. Similarly, Camping Club Le Napoléon will not be criminally or civilly liable for the consequences resulting from inappropriate or non-authorised use of the website or of its content by users or third parties.

#### 3.2. ONLINE BOOKINGS ON THE [www.camping-napoleon.fr](http://www.camping-napoleon.fr) WEBSITE

The bookings concerned by this article are those made on the [www.camping-napoleon.fr](http://www.camping-napoleon.fr) website.

Customers making a booking directly on the [www.camping-napoleon.fr](http://www.camping-napoleon.fr) website must follow the following procedures:  
- when making their first booking, the customer must fill in the identification form.  
- the customer chooses the various holidays which interest him and clicks on the "Add to basket" link.

At any time the customer may:

- obtain a summary of the selected holidays by clicking on the "My basket" link.
- complete their selection and make the booking by clicking on the "My basket" link.

To book the selected holidays, the customer must:

- identify him/herself by entering their e-mail address and password.
- confirm his/her full and unreserved acceptance of all of the General Rental Terms and Conditions by ticking the "I accept the General Rental Terms and Conditions" box before confirming the basket.
- confirm the invoice address. A booking form and/or voucher will appear and this will summarise: the user's contact details, the address of the holiday accommodation, the type, quantity and price of the holidays selected by the customer, any applicable discounts as well as the total booking cost and the method of payment chosen.

#### 3.3 PAYPAL

PayPal helps to protect your credit card details by using the best systems on the market for providing security and prevention against fraud. When you use PayPal, your financial information is never shared with the seller. The customer can choose to pay by one interest free payment through this site. This option must be selected by the customer at the time of booking and it cannot be applied retroactively. You will be required to create an account and to respect the general conditions of using PayPal. The customer will be redirected to the PayPal site to complete their secured payment. Camping Club Le Napoléon cannot be held responsible for any cash movements that may occur on the PayPal account, to which only the customer has access.

#### 3.4 PAYMENTS BY CREDIT CARD ON THE WEBSITE

The customer is automatically redirected to the secured site of Camping Club Le Napoléon's partner bank: SOCIETE GENERALE via its secured partner platforms. The bank cards that are accepted on the website are: Carte Bleue, Visa, Eurocard and Mastercard.

Confirmation of the booking process is made when the "confirm payment" button is clicked.

#### 4. PRICES

Legally valid prices are indicated during the online or phone booking. They are subject to change during the seasons and are in euros, including VAT.

##### 4.1. PRICES INCLUDE:

- Rental of the accommodation and its equipment and access to the campsite indicated on the booking confirmation.
- Water, gas and electricity consumption.
- Access to the facilities of the host campsite, including the entertainment events (unless specific rules apply on the host campsite) and the toilet facilities specified in the brochure and on the website.
- Parking space for one car per pitch rented (not necessarily on the rented pitch).

##### 4.2. PRICES DO NOT INCLUDE:

- Tourist taxes or waste disposal taxes.
- Cancellation insurance.
- Booking fees.
- Extra options such as an additional car (or a trailer), a dog (accepted on certain campsites), bed linen, a baby kit, an extra tent (accepted on certain campsites) and the activities offered by the campsite that are subject to charge - bicycle hire, use of the safe...
- The accommodation cleaning fee of 95€ in the event that you do not clean the accommodation yourself and if the cleaning service has not been requested within the first 48 hours after arrival.
- The two deposits, which total a minimum of 195€ (the amount may vary depending on the campsite and is returned at the end of the holiday). This amount must be paid in two separate payments (100€ deposit and 95€ cleaning fee + any deposits specific to the campsites) and payment can be made by credit card or in cash.

The payment and the price of the deposit can vary depending on the campsite. -Transport expenses and consumptions.

These charges are to be paid on your arrival on the campsite, with the exception of the booking fee, cancellation insurance, the baby kit and bed linen.

The costs of any additional use of services arising from the voluntary or involuntary extension of the stay (early arrival, weather conditions etc.) are payable by the customer at the applicable price.

#### 4.3. TOURIST TAXES

These taxes are collected on behalf of local councils and are not included in the holiday price. They must be paid on the campsite on the day of arrival. The campsite may require the customer to pay additional taxes such as a county tax or a recycling charge.

#### 5. PAYMENT TERMS FOR PAYMENTS MADE BY CREDIT CARD

**5.1** Once a booking has been made and is awaiting payment, confirmation of the booking must be made within a maximum time limit of five days, by paying all or part of the holiday cost by credit card. Should this period be exceeded, the booking will automatically be cancelled without prior notice.

**5.2** For any bookings made less than one month before the start of the holiday, the total price is to be paid at the time of booking, this includes:

- the booking fee,
  - cancellation insurance (optional),
  - the total holiday price.
- 5.3** For any booking made less than two months before the start of the holiday, payments must be made on the following due dates:  
5.3.1 At the time of booking; booking fee + cancellation insurance (optional) + 75% of the total rental cost.  
5.3.2 One month before the start of the holiday: 25% or the balance of the total rental cost.

**5.4** For any booking made less than three months before the start of the holiday, payments must be made on the following due dates:

- 5.4.1 At the time of booking; booking fee + cancellation insurance (optional) + 50% of the total rental cost.
- 5.4.2 Two months before the start of the holiday: 25% of the total rental cost.

5.4.3 One month before the start of the holiday: 25% or the balance of the total rental cost.

**5.5** For any booking made more than three months before the start of the holiday, payments must be made on the following due dates:

- 5.5.1 At the time of booking; booking fee + cancellation insurance (optional) + 25% of the total rental cost.
- 5.5.2 Three months before the start of the holiday: 25% of the total rental cost.

5.5.3 Two months before the start of the holiday: 25% of the total rental cost.

5.5.4 One month before the start of the holiday: 25% or the balance of the total rental cost.

**5.6** Payment by credit card is the only payment method allowed for bookings made less than 15 days before the arrival date.

#### 6. TERMS OF PAYMENT BY BANK TRANSFER

**6.1** Once the booking has been made and is awaiting payment, the bank transfer must be made within 5 days. The customer must also return the signed booking form within 5 days. Past this deadline, the booking awaiting payment will automatically be cancelled without prior notice.

**6.2** For any booking made less than one month before the start of the holiday, payments must be made on the following due dates:

- 6.2.1 At the time of booking; booking fee + cancellation insurance (optional) + 100% of the rental cost.

**6.3** For any booking made more than two months before the start of the holiday, payments must be made on the following due dates:

- 6.3.1 At the time of booking; booking fee + cancellation insurance (optional) + 30% of the total rental cost.
- 6.3.2 One month before the start of the holiday: 70% or the balance of the total rental cost.

**6.4** For any booking made more than three months before the start of the holiday, payments must be made on the following due dates:

- 6.4.1 At the time of booking; booking fee + cancellation insurance (optional) + 30% of the total rental cost.
- 6.4.2 Two months before the start of the holiday: 30% of the total rental cost.

6.4.3 One month before the start of the holiday: 40% or the balance of the total rental cost.

**6.4.4** One month before the start of the holiday: 40% or the balance of the total rental cost.

#### 7. BOOKING CONFIRMATIONS

**7.1** In all cases and whatever the method of payment chosen by the customer, Camping Club Le Napoléon will accept the booking as soon as it is confirmed and will inform the customer by e-mail or by any other means, in compliance with the provisions of article L121-19 of the 'Code de la Consommation'. The data registered by Camping Club Le Napoléon constitutes proof of all bookings and financial transactions made between Camping Club Le Napoléon and its customers. The total amount payable by the customer is the sum indicated on the booking confirmation sent by e-mail by Camping Club Le Napoléon to the customer. In all cases, Camping Club Le Napoléon reserves the right to refuse any booking in the event of an existing dispute with the customer, of a full or partial non-payment of a previous booking made by the customer, of a banking organisation's refusal to authorise a payment by credit card, non-payment or partial payment, use of a credit card that has not been issued by a bank from the same country of origin as the customer. Camping Club Le Napoléon cannot, as a result, be held liable for any such events.

**7.2** Camping Club Le Napoléon offers holidays for families, with accommodation specially designed for this purpose. Camping Club Le Napoléon reserves the right to reject any booking that does not conform to our reception and accommodation capacities.

Camping Club Le Napoléon defines a group booking as a reservation for 3 or more accommodation rentals and/or for 12 people or more, whether the booking is made by the same person or by different people who know each other and are travelling together for the same purpose, on the same dates and to the same campsite.

All requests for group bookings must be sent by email to [reception@camping-napoleon.fr](mailto:reception@camping-napoleon.fr) or made by telephone on 00 33 (0)4 67 01 07 80(local call cost + any applicable international charges) and specify that the request is for a group booking.

Camping Club Le Napoléon reserves the right to consider the booking request before accepting or refusing it.

#### 8. HOLIDAY AVAILABILITY

The holidays offered and their prices are valid for as long as they appear on the website and they are subject to availability. Should a holiday that has been booked and paid for become unavailable, the customer will be informed. If no replacement solution is found and accepted by the parties, a refund will be made. Holidays offered for sale are described and presented with the greatest possible accuracy. However, errors and omissions in descriptions and presentations may occur. Camping Club Le Napoléon may not be held liable for these. Photographs and texts describing the holidays are not contractual.

**9. MINIMUM HOLIDAY DURATION**  
In principle, during peak season, bookings are for a minimum of 7 nights. During off-peak season, the minimum duration of stay is 2 nights.

#### 10. GENERAL INFORMATION

**10.1** Booking fees: these apply to each individual booking and only once per season.

**10.2** Standard booking fees are 25€ incl. VAT in the following cases

- payment by bank transfer: in a single instalment  
- payment by bank transfer in several instalments  
- payment in several instalments (excluding direct debit) made by credit card.  
**10.3** Booking fees are reduced to 10€ incl. VAT in the following cases:  
- payment by credit card: in one instalment or by direct debit in several instalments  
- payment in one instalment via PayPal  
**10.4** Baby kit: The baby kit must be paid for in full with the first payment.  
**10.5** Non-payment: If the payment of an instalment is delayed by more than 10 days for any reason, the booking will automatically be cancelled and the cancellation terms below will apply.  
**10.6** Holiday voucher: When Camping Club Le Napoléon has received full payment for the rental accommodation, the customer will receive their 'Holiday voucher', either at the address on their booking form or by email. It is essential that you show either the printed out version of the holiday voucher, or the e-mail received on your smartphone, to the Camping Club Le Napoléon reception staff on your arrival at the host campsite.  
**10.7** Animals: only dogs are permitted (depending on access rules). In all cases, only one dog is permitted per mobile home. The extra charge varies from campsite to campsite and is to be paid on arrival.  
**10.8** Dogs classed in Category 1 or 2 under the legislation valid on the day of the booking are not permitted on any Camping Club Le Napoléon campsites. For other categories of dog, please refer to the campsite's page to see whether dogs are accepted (check the pictogram).  
**10.9** Unless specified otherwise, electric barbecues, plancha grills and other electric cooking appliances are forbidden on all campsites.

## 11. CANCELLATIONS – AMENDMENTS

**11.1** The customer is the sole contact liable to Camping Club Le Napoléon, in particular with regard to financial liability and more particularly in the event of cancellation or of a complete or partial amendment to the holiday. All requests to alter the details of your booking must be made in writing to the following address: 1171 AVENUE DE LA MÉDITERRANÉE 34450 VIAS, France or by filling in our form, available on [www.camping-napoleon.fr](http://www.camping-napoleon.fr), and by choosing the request type "Modification". The details provided here regarding amendments also apply to pitch rentals.

Amendments only concern the current season and they may not be carried forward to the following season.

**11.2** If the amendment is not accepted, the customer must either respect the conditions originally agreed upon or cancel his/her stay. Any request for amendments made 7 days or less before the beginning of the stay (the date of receipt of the letter by Camping Club Le Napoléon is taken into account) will be refused.

**11.3** Any amendments (with the prior agreement of Camping Club Le Napoléon) to the mobile home type, holiday dates or place of stay will incur a charge of 30€ by Camping Club Le Napoléon.

**11.3.1** In the case where an amendment incurs an additional cost (with the prior agreement of Camping Club Le Napoléon), an amendment fee of 30€ will apply and the client will be obliged to pay the supplement.

**11.3.2** In the case where an amendment results in a reduced cost (with the prior agreement of Camping Club Le Napoléon) the following conditions apply:

- If the amendment is made 30 days or more prior to the initial arrival date, the 30€ amendment fee will apply and the price difference will be refunded to the customer  
- If the amendment is made 29 days or less prior to the initial arrival date, no refund will be made.

**11.4** Any other amendment will be charged at 30€.

**11.5** Every holiday that has already begun must be paid in its entirety. No discount will be applied in the case of delayed arrival or early departure.

**11.6** If the holiday amendment occurs prior to the arrival date and is due to the company, customers can:

- agree to accept the amended holiday (dates, place of stay and/or type of accommodation). In the case of a surcharge on the cost of the accommodation, Camping Club Le Napoléon agrees to cover the price difference. In the case of a reduction in the cost, Camping Club Le Napoléon agrees to refund the price difference to the customer.  
- cancel the holiday, in which case Camping Club Le Napoléon will refund all sums that have already been paid (including the booking fee and cancellation insurance).

## 12 CANCELLATION INSURANCE

**12.1** As an option and for a fee, Camping Club Le Napoléon proposes insurance through its partner, Gritchen Affinity, to cover Cancellation and Interruption of a stay. This insurance, which may be subscribed at the time of reservation of the stay, offers the customer the possibility of being reimbursed by Gritchen Assurance for fees for cancelling his reservation, as indicated in article 13 of the present Terms and Conditions of Rental, in case of the occurrence of an event preventing his departure. This insurance also covers the nights of his stay not consumed, in case of occurrence of an event which delays his arrival or shortens his stay.

**12.2** The events covered are those mentioned in the Terms and Conditions of Cancellation Insurance available at <https://www.camping-napoleon.fr/cancellation-insurance>.

**12.3** In case of a covered event, the customer must notify Camping Club Le Napoléon about his cancellation and contact Gritchen Affinity by following the instructions provided at <https://www.camping-napoleon.fr/cancellation-insurance>, within the 10 days following occurrence of the incident, and by providing Gritchen Affinity with the necessary information and supporting documents.

## 13. CANCELLATION FEES

A written request must be sent within 48 hours (Camping Club Le Napoléon will take into account the date of receipt of this request) following the event which has prompted the cancellation. The date of the event being taken into account. If the cancellation occurs:

**13.1** More than 90 days prior to the holiday: 10% of the total cost of the holiday as well as ancillary costs (booking fees, cancellation cover etc.) will be charged.

**13.2** Between the 89th and the 60th day included before the holiday : 25 % of the total holiday fare as well as ancillary costs ( booking fees, cancellation insurance etc.) will be charged.

**13.3** Between the 59th and the 30th day included before the holiday: 50% of the total holiday fare as well as ancillary costs (booking fees, cancellation insurance etc.) will be charged.

**13.4** Between the 29th and the 5th day included before the holiday: 90% of the total holiday fare as well as ancillary costs (booking fees, cancellation insurance etc.) will be charged.

**13.5** Less than five days before the holiday or in the case of non-arrival: no refund will be made.

**13.6** In any case, booking fees and the potentially cancellation insurance costs are not refunded.

## 14. IMPORTANT INFORMATION BEFORE DEPARTURE

**14.1** On arrival the customer must:

- Go to the Camping Club Le Napoléon reception with their 'Holiday voucher' (either the printed out version or the e-mail on their smartphone)

- Pay any taxes and fees not included in the price

- Pay the deposit

- Show an official and valid ID

Arrival hours can change according to campsites. Please find the exact arrival hour on the website or the voucher.

**14.1.1** During the stay, all customers must ensure that they, and all those staying with them and under their responsibility, respect all of the host campsite's regulations. Failure to respect those rules, as well as these General Rental Terms and Conditions, may result in the customer being evicted from the campsite. Violent behaviour or insulting, racist, or threatening comments made towards other customers or staff will not be tolerated and will result in immediate eviction. In this case, no refund will be made.

**14.1.2** Camping Club Le Napoléon and the host campsite are not hotel keepers and can under no circumstances be held liable for loss or theft of personal possessions or for injuries or damage which may affect customers or their property during their stay. The customer is responsible for his/her personal effects (bikes, clothes, etc.). The customer should check with his/her insurance company to extend their own home multi-risk insurance to cover the accommodation they occupy on the campsite.

**14.1.3** Customers must subscribe to a civil liability insurance policy with the company of their choice.

**14.1.4** After registering your arrival, the on-site staff will give the customer: the keys to their accommodation, the magnetic card allowing entry onto the campsite (if applicable) and the wristbands (if applicable).

It is the customer's responsibility to check their accommodation (inventory, cleanliness etc.) and to report in writing any potential issues to the Camping Club Le Napoléon representative on the campsite, at the very latest within 24 hours of their arrival. The staff will do their best to resolve any issues quickly.

No claims will be accepted later than this. Similarly, no incident that occurs during the holiday will be taken into account if it has not been reported to the Camping Club Le Napoléon representative within 24 hours.

**14.2** Departures are from 8 am to 10 am, and between 5 pm and 7 pm on Sundays in off-peak season1 if this option was specified when booking.

**14.2.1** At the latest, on the day before departure, the customer must make an appointment at reception for the departure inspection. These appointments are usually fixed every 15 minutes between 8 am and 10 am - or between 5 pm and 7 pm on Sundays in off-peak season1 on eligible campsites if this option was specified when booking. The exact time of the appointment will be fixed by the Camping Club Le Napoléon on-site representative (or a duly authorised campsite representative).

**14.2.2** If the customer has chosen to pay the cleaning charge, this does not include washing the dishes and kitchen utensils. They must all therefore be left in a clean condition. If this is not the case, a fee for rectifying this may be charged.

**14.2.3** Similarly, any object which is broken, lost or stolen during the stay must either be replaced by the customer, or it will be charged for.

**14.2.4** The sum of 95€ will be retained from the deposit if the rental accommodation is not left in a normal state of cleanliness.

**14.2.5** If a customer leaves outside of normal hours, the on-site Camping Club Le Napoléon staff will be the only people allowed to judge the state of cleanliness of the mobile home.

**14.2.6** If the rental accommodation is left in a good state, the deposit will be returned by post as soon as possible or destroyed. If it is not left in a good state, the deposit will be cashed.

**14.2.7** Any damage that may be noted will be retained from the deposit. The customer will be provided with a supporting invoice. If the cost of the damage exceeds the amount of the deposit, the customer must pay the additional amount.

**14.2.8** Regarding outside visitors, the campsite may refuse them or require an additional payment. They are refused access to the pool, entertainment and other services. The customer must inform the Camping Club Le Napoléon representative on site, who will explain the campsite rules that apply.

On the La Croix du Vieux Pont campsite, the rules outlined below apply: Visitors are required to present themselves at the reception during opening hours with a valid identity document, and must pay a visitor fee of 2€ per day per person. For security reasons, the number of visitors is limited to two (2) per rental accommodation, but they shall not be permitted access to the swimming pool or other sports facilities of the campsite. Wearing a temporary wristband is obligatory. They must respect the campsite rules that are displayed in the reception and are under the responsibility of the campers whom they are visiting. Visitors are not allowed to pass the campsite's entrance barrier with their vehicle and must park outside the campsite. Visitors must leave the campsite before 11 pm. The campsite management reserves the right to evict a visitor permanently if the campsite regulations have not been respected.

## 15. OCCUPANCY LIMITS

**15.1** For safety and insurance reasons, it is prohibited to exceed the maximum number of occupants specified for each type of accommodation. The campsite manager will refuse entry to any person if the maximum capacity of the accommodation is exceeded. Babies are considered as a person for the purposes of calculating occupancy.

**15.2** The person who makes the booking must be at least 18 years old, be legally able to enter into the contract under the General Rental Terms and Conditions and must ensure that all information provided is truthful and accurate.

## 16. CUSTOMER SERVICES

**16.1** Any complaints regarding the non-compliance of facilities with regard to contractual obligations must be reported in writing to the Camping Club Le Napoléon representative on site within 24 hours. If no solution has been found, the customer may write to Camping Club Le Napoléon within 15 days of the end of their stay:

- Either by registered post to the following address: Camping Club Le Napoléon, 1171 AVENUE DE LA MÉDITERRANÉE 34450 VIAS, France  
- by filling in our form, available on <https://www.camping-napoleon.fr> and by choosing the request type "Guest Reviews".

**16.2** If the problem has not been previously reported to the Camping Club Le Napoléon-site representative, claims will not be taken into consideration. In all cases, no post-holiday complaints will be taken into account, if the facts were not reported to the Camping Club Le Napoléon representative on the campsite during the stay.

**16.3** After the 15-day period following the holiday, no claim will be taken into consideration.

**16.4** Our Customer Service will process your request as soon as possible (maximum 2 months from the date of receipt of your letter).

## 17. RESTRICTIONS

In all events, Camping Club Le Napoléon' liability, regardless of the cause, will be limited to a maximum amount equal to 20% of the cost of the holiday.

## 18. LIABILITY

**18.1** The customer is the sole person liable in relation to Camping Club Le Napoléon in terms of financial liability, and in particular in the event of a total or partial holiday cancellation.

**18.2** Camping Club Le Napoléon cannot be held liable in the event of an amendment, cancellation or any other events of 'force majeure' which are due to actions of the customer or a third party who is not part of the service provision.

**18.3** Camping Club Le Napoléon cannot be held liable for the booking not going ahead in the event of 'force majeure', of a partial or total disruption in services or strike, particularly involving the postal services and means of transport and/or communications. The customer hereby declares that he/she is familiar with the characteristics and limitations of the internet, particularly its technical performance, the response time when consulting, enquiring about or transferring data and the risks associated with the security of communications.

**18.4** Camping Club Le Napoléon will not accept any claim or offer any refund relating to the non-provision or poor provision of services which are attributable to the customer or arise from the actions of a third party who is not a service provider or relating to a case of 'force majeure'.

**18.5** Unless there is a legal provision to the contrary, Camping Club Le Napoléon cannot be held liable for a fault of a third party, in particular of one of its partners.

**18.6** Camping Club Le Napoléon will not be liable for any indirect damages arising from this agreement, operating losses, loss of profits, loss of opportunities, damages or expenses.

## 19. GENERAL PROVISIONS

### 19.1 PARTIAL INVALIDITY

In the case that one of the clauses in this contract becomes null and void and non-existent as a result of a change in the law, regulations or by a legal decision, this will in no way affect the validity of and compliance with these General Rental Terms and Conditions.

### 19.2 THE COMPLETENESS OF THE CONTRACT

These General Rental Terms and Conditions, the legal particulars and the booking documents sent to the customer form all of the contractual documents and constitute the whole of the contractual relations between the parties.

### 19.3 IMAGE RIGHTS

By accepting these General Rental Terms and Conditions of rental, the customer expressly authorises Camping Club Le Napoléon to photograph or film him or her during his or her stay and to use the photos, videos or sound recordings in all media and free of charge, and this for a length of 5 years. This authorisation also applies to all people staying with the customer. Its aim is to enable the promotion of Camping Club Le Napoléon' properties on its websites, in its brochures, on Facebook, Instagram, Twitter, in commercial presentations or in tourist guidebooks.

## 20. PROTECTION OF PERSONAL DATA

**20.1** When the customer is browsing on our website or placing an order, we collect three general categories of information:

- The data given to us by the customer
- The data we collect automatically when using the Camping Club Le Napoléon website
- The data we collect from third parties

This information is considered by Camping Club Le Napoléon as being confidential. They are used solely for the processing of the order and to strengthen and personalise the communication and the offer of services reserved for the customers of Camping Club Le Napoléon according to the centres of interest of the customer.

**20.2** By ticking the box marked "I certify that I have read the General Rental Terms and Conditions" when placing an order, the customer concerned expresses his specific, free and informed consent by which he accepts that personal data concerning him used by partners such as Avis Vérifiés and Q3 Advocacy, in order to collect his opinion following his order. Avis Vérifiés and Q3 Advocacy use the personal data only in the context of their partnership with Camping Club Le Napoléon and for the sole needs of these companies. Avis Vérifiés and Q3 Advocacy formally refrain from communicating to anyone names or personal information to identify the client or violating his privacy.

The customer has the opportunity to object to the dissemination of his personal data to partners via the address:

Camping Club Le Napoléon

1171 AVENUE DE LA MÉDITERRANÉE 34450 VIAS

**20.3** In accordance with the Ministerial Ordinance of December 20, 2017, the customer may request:

- access to his personal data,
- rectification and erasure of these (right to be forgotten),
- the right to portability of data,
- the right to object to the processing of his data,
- to withdraw his consent or limit the use of his data,
- to define guidelines for the storage, erasure and communication of personal data after his death and oppose solicitation by subscribing to the BLOCTEL list,
- the right to lodge a complaint with the CNIL or the Control Authority of his place of residence.

To do this, simply make the request by mail to the following address:

Camping Club Le Napoléon

1171 AVENUE DE LA MÉDITERRANÉE 34450 VIAS

Declaration to the CNIL - no. 1071348

For any request, a valid proof of identity must be sent by mail for security reasons along with a copy of the communication received to facilitate the processing of your request.

**20.4** For more information on our personal data protection policy, the client can consult our charter on the website [www.camping-napoleon.fr](http://www.camping-napoleon.fr) or ask for a version electronic mail.

1 Definitions of High and Low season Season 2020:

- Low season defines the period from 01/01/2020 to 03/07/2020 and from 29/08/2020 to 31/12/2020

- High season defines the period from 04/07/2020 - 28/08/2020