

# **CAMPING LE CLAPAS**

## **GENERAL TERMS AND CONDITIONS OF SALE**

Version of 2 October 2026

Applicable to bookings made on or after 2 October 2026

English translation provided for information purposes. In the event of any difference, the French version prevails (article 20.4).

## Article 1 - Purpose and scope

1.1. These general terms and conditions of sale govern bookings and stays at Camping Le Clapas, a campsite classified three stars in the tourism category, located at 280 chemin de la Vernède, 07150 Salavas, France, operated by LE CLAPAS, a French limited liability company (société à responsabilité limitée) with a share capital of €6,000, registered with the Aubenais Trade and Companies Register under number 479 395 907, with its registered office at the same address, EU VAT number FR64479395907, telephone +33 4 75 37 14 76, e-mail [contact@camping-le-clapas.com](mailto:contact@camping-le-clapas.com), hereinafter “the Operator”.

1.2. They apply to any natural person who books a camping pitch or rental accommodation, or who stays at the campsite without a prior booking, for purposes that fall outside his or her professional activity, hereinafter “the Customer”.

1.3. The Customer acknowledges having read these terms before booking and having accepted them. They can be consulted on the website [www.camping-le-clapas.com](http://www.camping-le-clapas.com) at any time and are provided on request. The applicable version is the one in force on the date of the booking.

1.4. The stay is also governed by the campsite rules (règlement intérieur). These rules must be provided to the Customer **before the booking**, by publication on the website or on request, and displayed at the entrance and at the reception of the campsite. They are only enforceable against the Customer if he or she was given the opportunity to read them before entering into the contract. In the event of any contradiction, these terms prevail over the campsite rules.

## Article 2 - Definitions

2.1. “**pitch**” means a bare plot intended to receive the Customer’s tent, caravan or motorhome.

2.2. “**rental accommodation**” means a mobile home or any other equipped accommodation made available by the Operator.

2.3. “**stay**” means the period between the arrival date and the departure date stated in the booking confirmation or, for a stay without a booking, agreed on arrival.

2.4. “**advance payment**” (acompte) means the sum paid on booking, which firmly binds both parties. Sums paid in advance under these terms do not constitute arrhes (a sum paid in advance that allows each party to withdraw from its commitment, the consumer by forfeiting it and the professional by repaying twice its amount) within the meaning of article L.214-1 of the French Consumer Code (Code de la consommation) and article 1590 of the French Civil

Code (Code civil).

### **Article 3 - Pre-contractual information**

3.1. Before any booking, the Operator must provide the Customer, in a legible and comprehensible manner, with: the main characteristics of the accommodation or pitch, the total price including all taxes, the payment terms, the length of the stay, the cancellation terms, its identity and contact details, the complaint handling procedure, and the procedure for referral to a consumer mediator. For rental accommodation, the descriptive statement (état descriptif) provided for by the order (arrêté) of 22 October 2008 on prior consumer information on the characteristics of rental accommodation in campsites (hôtellerie de plein air) must be provided to the Customer before the contract is concluded.

3.2. This information forms an integral part of the contract. The Operator is bound by the information it provides, including on its website and in its advertising material.

### **Article 4 - Booking**

4.1. The booking is firm as soon as the Customer has received the Operator's written confirmation, sent by e-mail or by post. This confirmation is issued after the completed booking request has been submitted, online or on a form, and the advance payment provided for in article 6.1 has been paid.

4.2. Until the Customer has received this confirmation, no booking is formed. If the Operator cannot offer accommodation or a pitch matching the requested dates, the sums paid must be refunded in full within fourteen (14) days.

4.3. The booking is made in the Customer's name. It may not be transferred or sublet without the Operator's prior written consent, which may not be refused without a legitimate reason.

4.4. The maximum occupancy, including children and babies, is six (6) persons per pitch and, depending on the model, two (2), four (4) or six (6) persons per rental accommodation. These limits meet safety requirements and may not be exceeded. Where the number of persons present on arrival exceeds the capacity of the pitch or accommodation booked, the Operator may cancel the booking, without compensation on either side; the sums paid must then be refunded to the Customer within fourteen (14) days. No tent is allowed on the plot of a rental accommodation.

4.5. **Pitches.** When booking, the Customer must state the type and dimensions of his or her equipment (tent, caravan or motorhome). The pitch is allocated by the Operator on the day of arrival, within the category booked and according to the equipment declared; the Customer's preferences are met subject to availability. The Customer may also book a specific pitch, for

the supplement stated in the current price list. Where the Customer's equipment does not match the equipment declared, the Operator must allocate a suitable pitch, subject to availability.

## **Article 5 - Price**

5.1. Prices are expressed in euros, including all taxes. The applicable price is the one in force on the date of the booking, as stated in the confirmation.

5.2. The price includes the occupation of the pitch or accommodation and access to the campsite's shared facilities. Before the booking, the Operator must inform the Customer of those facilities that are open seasonally or for limited periods, and of their opening periods. Where an advertised facility becomes unavailable for a lasting period during the stay for a reason attributable to the Operator, the Customer may claim a proportionate price reduction.

5.3. The price does not include: the tourist tax, booking fees, the security deposit, the options taken, purchases from the bar-snack and the grocery shop, paid on site, or paid meals and paid entertainment evenings.

5.4. **Tourist tax.** The tourist tax (taxe de séjour) is collected by the Operator on behalf of the Communauté de communes des Gorges de l'Ardèche, on an actual basis, per person and per night, at the rate set by resolution of that authority, displayed at reception and stated in the current price list. Minors are exempt, in accordance with article L.2333-31 of the French General Local Authorities Code (Code général des collectivités territoriales). It is payable in addition to the price of the stay, together with the balance.

5.5. **Booking fees.** For stays in high season, as defined in the current price list, booking fees of €15 for a pitch and €20 for rental accommodation are charged per booking. They cover the administrative processing of the booking and are not refunded if the Customer cancels.

## **Article 6 - Payment terms**

6.1. **Advance payment.** An advance payment equal to 30% of the price of the stay must be paid on booking, increased by the booking fees and the options taken. This rate is the same for a pitch and for rental accommodation.

6.2. **Balance.** The balance of the stay is due:

- for a pitch, on the day of arrival;
- for rental accommodation, no later than thirty (30) days before the arrival date.

6.3. Where rental accommodation is booked thirty (30) days or less before the arrival date, the full price of the stay must be paid on booking.

6.4. If the balance is not paid by the due date provided for in article 6.2, the Operator must send the Customer a written reminder giving him or her seven (7) days to pay. If payment has not been made when this period expires, the Operator may treat the booking as cancelled by the Customer; articles 8.2 and 8.3 then apply.

6.5. Bank charges specific to transfers made from a State that is not a member of the European Economic Area are borne by the Customer, where the sending institution charges them to the Customer.

6.6. Payments are made by bank card, cheque, bank transfer, Chèques-Vacances or Chèque-Vacances Connect, or in cash within the limit set by article D.112-3 of the French Monetary and Financial Code (Code monétaire et financier).

## **Article 7 - No right of withdrawal**

7.1. In accordance with point 12 of article L.221-28 of the French Consumer Code, the right of withdrawal cannot be exercised for accommodation services, other than residential accommodation, that are to be provided on a specific date or during a specific period.

7.2. The Customer therefore has no withdrawal period. The cancellation terms set out in article 8 apply as soon as the booking is confirmed.

## **Article 8 - Cancellation or change by the Customer**

8.1. Any cancellation must be notified to the Operator in writing, by e-mail or by post. The date on which this notification is received determines the applicable scale.

8.2. In the event of cancellation, the Customer owes:

- if the cancellation takes place more than thirty (30) days before arrival: the amount of the advance payment;
- if it takes place thirty (30) days or less before arrival: the full price of the stay.

Sums already paid, excluding booking fees, are set off against this amount, and any surplus must be refunded to the Customer within fourteen (14) days.

8.3. The sums due under article 8.2 constitute the fixed compensation for the loss suffered by the Operator as a result of the accommodation or pitch being held. Where it is re-let for all or part of the cancelled period, they are reduced in proportion to the re-let period, and the Operator must refund the Customer any sums received in excess.

8.4. **Changes.** Any request to change the dates or the accommodation, including postponing the stay to the following season, is considered by the Operator according to availability. Where it is accepted, the change does not give rise to any fee, and postponement to the

following season gives rise to neither a fee nor a supplement; the sums already paid are then carried over to the new stay. If the request is refused, the Customer may keep the original booking or cancel it under the conditions of article 8.2.

**8.5. Interruption of the stay.** In the event of early departure on the Customer's part, unused nights are not refunded, unless the departure is caused by a failure of the Operator to perform its obligations or by a force majeure event preventing it from providing the service, in which case they are refunded pro rata. The Customer may protect himself or herself against this risk by taking out the insurance offered in article 15.2, which covers interruption of the stay under the conditions set out in its information notice.

## **Article 9 - Cancellation by the Operator**

9.1. If the Operator cancels the stay before it begins, it must inform the Customer in writing without delay and refund all sums paid, within a maximum of fourteen (14) days.

9.2. It must also pay the Customer compensation equal to the amount the Customer would have owed under article 8.2 had he or she cancelled on the same date.

9.3. The compensation provided for in article 9.2 is not due where the cancellation results from a case of force majeure or from an administrative decision ordering the closure of the campsite. The full refund of the sums paid remains due in all cases.

9.4. If the Operator is unable to provide the accommodation booked, it must offer the Customer accommodation of an equivalent or higher category, at no extra cost. The Customer may refuse this offer and obtain the application of articles 9.1 and 9.2.

## **Article 10 - Arrival and departure**

10.1. The times are as follows:

- pitch: arrival from 14:30 to 19:30, departure no later than 12:00;
- rental accommodation: arrival from 16:00 to 19:30, departure no later than 10:00.

10.2. Reception is open from 08:30 to 12:30 and from 14:30 to 19:30 in season. A Customer who expects to arrive outside these hours must inform the Operator in advance. No arrival is possible after 20:30.

10.3. **Late arrival.** The accommodation or pitch booked must be held for the Customer for twenty-four (24) hours from the scheduled arrival time.

10.4. After this period, the Operator may only dispose of the accommodation or pitch after having tried to reach the Customer at the contact details given in the booking and having sent a written notice that has remained unanswered twenty-four (24) hours after it was sent.

The booking is then deemed cancelled by the Customer, and articles 8.2 and 8.3 apply.

10.5. The Customer must inform the Operator of any foreseeable delay as soon as he or she becomes aware of it. Once the Customer has reported a late arrival, no cancellation can be enforced against him or her.

## **Article 11 - Security deposit and condition report**

11.1. For rental accommodation, a security deposit of €280 must be handed over on arrival, in cash, by cheque or by bank card. It is not a payment and is only cashed under the conditions of article 11.4.

11.2. On arrival, the Customer receives the condition report (état des lieux) and the inventory of the accommodation. The Customer must check them and return them signed to reception, with any comments, within twenty-four (24) hours; after this period, the accommodation is deemed to be in the condition stated in the report provided, unless proven otherwise.

11.3. A check-out condition report must be drawn up jointly on departure, in the presence of the Customer.

11.4. The security deposit must be returned on departure, less the substantiated cost of any damage or missing items recorded in the check-out condition report and, where applicable, the cleaning fee provided for in article 11.5. Where the amount cannot be established on departure, the deposit must be returned no later than fifteen (15) days afterwards, with a statement and supporting documents for the sums withheld.

11.5. The accommodation must be returned perfectly clean. Failing this, as recorded in the check-out condition report, a cleaning fee of €80 is withheld from the security deposit. This fee is not due where the Customer has taken the end-of-stay cleaning option.

## **Article 12 - Obligations of the Customer**

12.1. The Customer and the persons accompanying him or her must comply with the campsite rules and the safety instructions and respect the peace and quiet of the other occupants. Smoking is prohibited inside rental accommodation. Charging an electric vehicle from the electrical sockets of the pitches is not permitted.

12.2. The Customer is liable for damage caused by himself or herself, by the persons staying with him or her and by his or her animals.

12.3. **Serious breach.** In the event of a serious or repeated breach of the campsite rules, of disturbance caused to other occupants or of damage to the facilities, the Operator must give the Customer formal notice to stop the disturbance. If the disturbance continues, or if it is so

serious that the stay cannot continue, the Operator may end the stay. The decision must be reasoned and notified in writing. Unused nights are not refunded.

12.4. The end of the stay ordered under article 12.3 obliges the Customer to leave the premises. It does not authorise the Operator to take any enforcement measure: failing voluntary departure, it is for the Operator to refer the matter to the competent court, except in the case of a criminal offence falling within the remit of the police.

12.5. **Visitors.** Visitors must report to reception as soon as they arrive and are admitted under the responsibility of the Customer receiving them. In mid and high season, a visitor fee, at the current rate displayed at the entrance of the campsite and at reception, is payable per visitor and per day when the visitor accesses the campsite's facilities and equipment; it is not payable in low season. No fee is payable by a visitor who does not access the facilities and equipment.

12.6. **Minors.** A minor is only admitted if accompanied by at least one adult who is present for the entire stay. Where that person is not one of the minor's parents, the minor is only admitted on presentation, on arrival, of a written authorisation from the parents or from one of them, naming the person accompanying the minor. A minor who is not accompanied by an adult is not admitted, even with an authorisation. The Operator must provide a model of this authorisation on request.

## **Article 13 - Animals**

13.1. Only one pet is admitted per pitch or per accommodation, subject to the Operator's prior consent. A supplement per animal and per night is charged at the current rate. Category 1 and category 2 dogs within the meaning of article L.211-12 of the French Rural and Maritime Fishing Code (Code rural et de la pêche maritime) are not admitted.

13.2. Animals must be kept on a lead within the campsite and must never be left alone. Their droppings must be picked up by their keeper.

13.3. The up-to-date vaccination record, including rabies vaccination, must be presented on arrival.

## **Article 14 - Liability of the Operator**

14.1. The Operator is bound by an obligation of care and diligence in the installation, operation and supervision of the campsite. It is liable for damage caused by its facilities and by its employees and other persons acting under its authority (préposés), in accordance with general law.

14.2. The shared facilities, in particular the play areas, must be used under the supervision of

the persons responsible for the children. This provision does not limit the Operator's liability in the event of lack of maintenance, lack of safety of those facilities or breach of its duty of supervision.

14.3. The Operator is not the custodian of the property that the Customer keeps on his or her pitch or in his or her accommodation, and does not hold it in safekeeping. This provision does not exempt the Operator from the consequences of its own fault.

14.4. No provision of these terms may be interpreted as excluding or limiting the Operator's liability in the event of a breach of its contractual obligations, of fault, or of harm to the safety of persons.

## **Article 15 - Insurance**

15.1. The Customer is required to hold third-party liability insurance (responsabilité civile) for any damage he or she may cause during the stay. A certificate of insurance, most often included in a home insurance policy under its holiday cover (garantie villégiature), may be requested on arrival.

15.2. **Optional cancellation insurance.** The Operator offers cancellation and stay interruption insurance, distributed under the Campeze Couvert brand through Gritchen Affinity, insurance broker, 27 rue Charles Durand, 18000 Bourges, France, ORIAS No. 11061317. Taking it out is optional and its cost is added to the price of the stay.

15.3. This insurance is provided under a group insurance contract taken out by this broker with the insurer named in the information notice; a Customer who takes out the insurance joins that group contract. The cover, exclusions and claim deadlines are set out in this notice and in the general conditions of the insurance contract, which are provided to the Customer before he or she takes out the insurance. The Operator is not a party to this contract.

15.4. The Operator holds business liability insurance (responsabilité civile professionnelle) with Groupama Méditerranée, 24 parc du Golf, BP 10359, 13799 Aix-en-Provence Cedex 3, France, for its business of operating the campsite located at 280 chemin de la Vernède, 07150 Salavas, France. This cover insures its third-party liability in the course of this business, including towards its customers.

## **Article 16 - Personal data**

16.1. The Operator processes the Customer's personal data as data controller, in compliance with Regulation (EU) 2016/679 and amended French Law No. 78-17 of 6 January 1978. The details of this processing are set out in the privacy policy published on the website [www.camping-le-clapas.com](http://www.camping-le-clapas.com).

16.2. The data collected are necessary for managing the booking and the stay, for invoicing, for compliance with the Operator's legal obligations and, where applicable, for sending commercial information.

16.3. The legal bases are the performance of the contract, compliance with a legal obligation and, for marketing, the Customer's consent or, in the case provided for in article 16.8, the Operator's legitimate interest. The publication of an image in which the Customer can be identified is based on his or her consent, under the conditions of article 16.9.

16.4. The data are kept for the duration of the stay and then for three (3) years from the end of the business relationship, without prejudice to the retention periods required by law, in particular for accounting purposes.

16.5. They are intended for the Operator's departments and for its processors involved in managing bookings, payments and customer reviews and in sending e-mails, in particular Ctoutvert (Secureholiday booking engine), Guest Suite (customer reviews), Sendinblue (Brevo e-mailing tool) and the online payment provider. They are neither sold nor passed on to third parties for commercial purposes.

16.6. The Customer has the rights of access, rectification, erasure, restriction, objection and data portability, as well as the right to withdraw consent at any time and to give instructions (directives) regarding the fate of his or her data after death.

16.7. These rights are exercised with the Operator, at the address given in article 1.1 or by e-mail to [contact@camping-le-clapas.com](mailto:contact@camping-le-clapas.com). The Customer may lodge a complaint with the French data protection authority, the Commission nationale de l'informatique et des libertés, 3 place de Fontenoy, 75007 Paris, France, [www.cnil.fr](http://www.cnil.fr).

16.8. **E-mail marketing.** In accordance with article L.34-5 of the French Postal and Electronic Communications Code (Code des postes et des communications électroniques), the Customer only receives commercial offers by e-mail if he or she consented to this when the e-mail address was collected or, for services similar to those booked, if he or she did not object to this when the address was collected. The Customer may object at any time, free of charge, using the link provided for this purpose in each message or by e-mail to the address in article 16.7.

16.9. **Photographs and videos.** The Operator, or a provider acting on its behalf, might take photographs or videos within the campsite to illustrate its website, its social media posts and its printed materials. No image in which a Customer or a person staying with him or her can be identified is published without the prior written authorisation of the person concerned, given separately from these terms and specifying the media and the period of use; for a minor, this authorisation is given by his or her legal representatives. It may be withdrawn at any time, by e-mail to the address in article 16.7; the Operator must then remove the image

from its media as soon as possible.

## **Article 17 - Telephone marketing**

17.1. In accordance with article L.223-2 of the French Consumer Code, it is prohibited to canvass a consumer by telephone without his or her prior consent. Any telephone solicitation of the Customer for commercial purposes therefore requires his or her prior consent, unless it takes place in the course of the performance of a current contract and relates to the subject matter of that contract.

17.2. This consent must be freely given, specific, informed and unambiguous. It must be obtained by a clear affirmative act, separate from the acceptance of these terms, and may be withdrawn at any time, free of charge and by the same means.

## **Article 18 - Complaints and consumer mediation**

18.1. Any complaint is addressed to the Operator, preferably in writing, at the address given in article 1.1 or by e-mail to [contact@camping-le-clapas.com](mailto:contact@camping-le-clapas.com). The Operator endeavours to reply within a reasonable time.

18.2. In accordance with articles L.612-1 and L.612-2 of the French Consumer Code, a Customer who has not obtained satisfaction from the Operator may refer the matter free of charge to the Operator's consumer mediator, within one year from his or her written complaint.

18.3. The mediator to whom the Operator is subject is CM2C - Centre de la Médiation de la Consommation de Conciliateurs de Justice, 49 rue de Ponthieu, 75008 Paris, France, website <https://www.cm2c.net>, online referral at <https://www.cm2c.net/declarer-un-litige.php>.

18.4. A referral to the mediator is only admissible after a prior written complaint has been sent to the Operator under the conditions of article 18.1.

## **Article 19 - Applicable law and disputes**

19.1. These terms are governed by French law.

19.2. In accordance with article R.631-3 of the French Consumer Code, the Customer may bring proceedings, at his or her choice, before one of the courts having territorial jurisdiction under the French Code of Civil Procedure or before the court of the place where he or she lived when the contract was concluded or when the harmful event occurred.

## **Article 20 - Miscellaneous**

20.1. If any provision of these terms is declared void or deemed unwritten, the other provisions remain fully effective.

20.2. The Operator may amend these terms at any time. The version applicable to a booking is the one in force on the booking date, brought to the Customer's attention before he or she commits.

20.3. The fact that the Operator does not rely on a provision of these terms does not constitute a waiver of its right to rely on it subsequently.

20.4. These terms are drawn up in French. Any translation is provided for information purposes; in the event of any difference, the French version prevails.