

**1. FIELD OF APPLICATION**

Present general terms of sales are applied on bookings made for a stay for the 2022 season. They lead usual contractual conditions and specific measures taken for Covid-19. Minors without parents or legal representative are not allowed to enter into the campsite.

**2. BREACH OF CONTRACT**

The owner can only break the contract before its term in the two following cases:

- Force majeure or police intervention,
- Bring into play the resolutive clause, especially in case of non-respect of internal rules and this present contract.

**3. PERSONAL DATA**

Compulsory or optional choice is mentioned by an asterisk onto the paper booking form and onto the online booking request. Collected personal data are reserved for l'Argentiere and its technical services providers, with no commercial using by them. Customers may consult, modify and cancel their personal data. For more information, please check the « Personal data protection charter » available on our website and at the office.

**4. DEPOSIT – INVOICE - PAYMENT**

A 30% deposit will be charged right after the booking request in order to validate it. If the made deposit is not cashed after the request, the responsibility of Argentiere to give to the customer a definitive booking is not committed. A deposit can't be paid with a credit note.

The invoice of the stay and other services is due in Euros and must be paid before the arrival or at the latest. Deposit is not refundable if cancellation insurance is not subscribed. In case of totally or partially default payment at the departure day, the customer will must pay a late payment penalty equal to 3 times the legal interest rate based onto the invoice date. This penalty is calculated on the total outstanding amount (with taxes), and is valid right after the expiry invoice date without any pre-emptive measure of l'Argentiere.

**5. INTERRUPTION OF STAY**

Any interrupted stay (late arrival, early retirement, stay break) will not be refunded by l'Argentiere. Please refer to cancellation and guarantee conditions.

**6. CANCELLATION FEES**

Cancellation must be declared by recorded letter to l'Argentiere. Phone declarations will not be considered. Cancellation fees are applied if no insurance has been subscribed:

- Cancellation more than 30 days before arrival: 30% of total stay charged
- Cancellation between 30 and 15 days before arrival: 60% of total stay charged
- Cancellation less than 15 days before arrival: total amount of the stay charged

Cancellation because of l'Argentiere, except in case of force majeure, will give the guest a credit note to be used for a next stay, available for one year from the initial arrival date. Not using the credit note will not lead to a refund. No damages will be paid in. In case of force majeure effecting the responsibility of l'Argentiere, no refund or credit note will be done.

If the guest is not presenting the day of arrival and don't manifest himself, the booking will be kept until next midday. After this period the booking will be cancelled because of the guest no show; the pitch or rental will be rented again.

**7. CANCELLATION GUARANTEE OR INSURANCE**

**a) Stays < 7 nights**

Cancellation guarantee of Sunélia is not available for short stays. The Campez Couvert cancellation insurance is available to cover cancellation and interruption of stays. The price is charged 4% of total stay and must be subscribed meanwhile the booking or maximum 48 hours after. Any accident must be declared to Gritchen Toledé et Associés as soon as possible (between 2 and 10 days).

L'Argentiere will not be responsible if the Campeze Couvert insurance refuses to compensate the guest for the accident. Present general terms of sales will consequently be applied with cancellation fees. If no insurance is subscribed, present general terms of sales will be applied with cancellation fees.

**b) Stays > 7 nights**

Two options are available (not compulsory) to guaranty your stay: the Sunêlia guarantee (free) and the Campeze Couvert cancellation insurance (price: 4% of the total amount of the stay).

**Sunêlia guarantee:**

L'Argentiere gives for free the Sunêlia cancellation guarantee for all stays superior to 7 nights. This guarantee is effective once the rental booking form is signed and expires at midnight on the day before the stay is due to begin. Provided contractual obligations are complied with, this guarantee enables you to claim a refund of monies paid if your stay has to be cancelled for any of the reasons given in the following exhaustive list:

- The serious illness, injury or death of: yourself, your legal or common-law partner, your parents or children, your legal guardian, your brothers, sisters, stepbrothers, stepsisters, sons or daughters-in-law, step-parents or parents-in-law. By serious illness or injury, we mean any temporary or permanent damage to your physical well-being that has been medically diagnosed and requires you to stop all professional or other activities.
- Pregnancy complications
- Serious losses: That absolutely require your presence on the day of departure and following days due to a theft, fire, or flood affecting your main home or the destruction of more than 50% of your business premises (you must provide proof from your insurer)
- Redundancy of yourself or your partner on condition that the process had not started before you booked your stay
- Covid-19: Free cancellation plus a refund up until your planned arrival date in the following cases: the customer has tested positive for Covid at the time of the beginning of the stay, the campsite is closed for reasons due to Covid - 19, the customer cannot travel due to lockdown measures, closure of borders and/or self-isolation measures on their return from holiday.

All these reasons for cancelling must be notified by recorded delivery accompanied by all the necessary documents to confirm the facts (loss adjuster's report, police report, summons, medical or death certificate, etc.) as soon as possible and at the latest within three working days of the accident or event.

**Campeze Couvert cancellation insurance:**

This cancellation insurance is provided by a private company Gritchen Toledé et Associés. A more global coverage is included compare to Sunêlia guarantee like interruption and break of stays.

Please refer to all police insurance of Campeze Couvert:

<https://www.camping-argentiere.com/en/campeze-couvert-insurance>

The price is charged 4% of total stay and must be subscribed meanwhile the booking or maximum 48 hours after. Any accident must be declared to Gritchen Toledé et Associés as soon as possible (between 2 and 10 days).

L'Argentiere will not be responsible if the Campeze Couvert insurance refuses to compensate the guest for the accident. Present general terms of sales will consequently be applied with cancellation fees. If no insurance is subscribed, present general terms of sales will be applied with cancellation fees.

**Other cases:**

If Campeze Couvert cancellation insurance is not subscribed or Sunêlia guarantee is not considering the accident, present general terms of sales are applied with cancellation fees.

## **8. RENTAL/PITCH MODIFICATION**

### **A) Done by customer**

A possibility to change the rental/pitch is possible until 24 hours after the arrival. Customer will pay the difference if the changing is lead to a superior price. If the price is less expensive, no refund will be done. Amenities services included in one kind of range are not transferable to other ranges.

### **B) Done by l'Argentiere**

L'Argentiere may change the rental/pitch at the customer arrival. If the changing is leading to a superior price, the amount will be offered to customer. On the other hand, if the changing is leading to an inferior price, the amount will be refund to customer.

## **9. COMPANY RULES**

The customer commit to respect the company rules (noise pollution, discourtesy) and inform himself about technologic risk prevention plan which is displayed at the entrance of the campsite. The present contract should be broken by the owner of the campsite in case of non-respect of the company rules. Swimming pools access is only allowed to customers. Visitors are forbidden into pools. A specific swimming pool rules is displayed at the entrance of pools and must conscientiously be respected. Long trunks are forbidden, short swimsuits and bracelet are compulsory. Children without parents are not allowed to enter into the pools, even onto the bank.

## **10. CHECK-IN, CHECK-OUT AND DEPOSIT**

The present timetable is applied in July and august months. Pitches arrivals can be made between noon and 08pm; departures between 08.30am and 11am. Rental's arrivals can be made between 04pm to 08pm; departures between 08.30am and 10am. Guest must give back his rental inventory maximum 24 hours after the check-in. After this period, no complaint will be considered.

A non-charged deposit will be requested at check-in to guaranty rental equipment (150€) and rental cleaning (between 60 and 100€). Credit card deposit is not automatically charged. Cash deposit will automatically be charged if check-out is done outside office opening hours.

Deposit restitution is done after a satisfying check-out: rental must be restituted in the same state as check-in. Guest is invited to respect sanitary rules of Covid-19 by providing a concrete cleaning regarding sanitary note displayed onto the rental wall.

## **11. VISITORS**

Visitors are foreigners who want to spend time into the campsite without sleeping. They must present at the office to pay a visitor tax (price mentioned at the entrance of the campsite). They don't have access to swimming pool. Vehicles must stay onto parking spot at the entrance of the campsite.

## **12. TAXES**

City tax: 0,37€/night/ pers. (can be changed by city hall).

Eco tax: 0,70€/day/ pers. (involvement to ecology).

## **13. NIGHT**

A night is counted from the arrival date until the next day at midday. Passed this time, an additional night will be charged.

## **14. MAXIMAL CAPACITY ONTO PITCHES**

Rentals and pitches capacity must be respected as mentioned into the websites and leaflet. Babies under 1 year old are considered as a fully person. Therefore they are counted into the total quantity of occupants customers. Maximum capacity is defined by campsite insurance. Therefore if it isn't respected, the owner of the campsite is no more insuring security of all concerned customers.

## **15. PITCH OR RENTAL NUMBER**

A camping pitch or rental booking is confirmed at the cashing of the deposit but will not insure a special pitch number. The booking is guaranteeing one pitch into the campsite during a defined period but the number is likely to change at any time until the arrival date of the customer. Changes are made in order to balance schedules of rentals also to respect social detachment due to Covid-19. If the customer wants to change his attributed pitch or rental at the arrival, the office manager will satisfy his request in limit of availabilities.

## **16. PETS**

Only small pets are allowed into the campsite, with a weigh under 15 kilos. They must be watch carefully and kept in leash. Pets' owners are responsible of their hygiene and behavior. This is why any failure of those two points will be sanctioned by the owner of the campsite, by banning pets' owners and their companions. Health booklet shall be requested at the arrival. Dogs of categories I and II are forbidden.

## **17. RESOLUTORY CLAUSE**

All clauses of this general terms of sales are effective. Non-respect of one of them or company rules shall break the contract and give the owner the right to apply all measures needed to maintain the level of quality and security for the customers.

## **18. FORCE MAJEURE**

Responsibility of l'Argentière will not be involved if the contract can't be realized in case of force majeure. Force majeure comes from external, unpredictable and compelling event (Article 1148 Code civil).

## **19. CIVIL LIABILITY FOR COVID-19**

To respect the French government healthcare charter for Covid-19, l'Argentière could take several measures like close services. Customers will be informed as soon as possible in case of restriction and closed services. L'Argentière will not be held responsible in case of virus disease declared by customers because the French government healthcare charter is applied on all the campsite. If a customer is showing symptoms, he immediately has to inform the office to fix a medical visit with a doctor. A quarantine period can be imposed by doctor after the diagnostic.

## **20. COMPLAINTS - MEDIATION**

All complaints must be sent to Camping l'Argentière by registered letter within an 8 days maximum delay after the departure of customers. After this delay, none of complaints will be taken into consideration.

In case of disagreement, customer could seek assistance to consumer mediator:

Le Centre de la Médiation de la Consommation des Conciliateurs de Justice (CM2C)

Adress : 14 rue Saint Jean, 75017 Paris

Website : <https://cm2c.net/>

Phone: +33 1 89 47 00 14

## **21. COMPETENT COURT**

All disputes must be treated in front of competent court. Present contract is approved by both parties, owner and customer.