

# **Terms & Conditions**

## **EN – UK**



## Flower Campings General Terms and Conditions

The purpose of these General Terms and Conditions is to define the rights and obligations of the parties in connection with the rental of camping pitches and/or rental accommodation at the campsites in the Flower network.

By reserving a pitch and/or accommodation at a campsite in the Flower network, you acknowledge that you have read and accepted these General Terms and Conditions.

When confirming your reservation, you also acknowledge having read and accepted the Special Conditions specific to each campsite.

### 1/ Services - Prices

We offer the rental of bare pitches and accommodation.

#### ➤ Bare pitch

This is a bare pitch for your tent, caravan or motorhome.

The price of your stay is calculated from a fixed price that necessarily includes the rental of the pitch, the capacity for 2 people to stay there, the possibility to pitch 1 tent with 1 vehicle, OR 1 caravan with an additional vehicle OR 1 motorhome; and access to reception facilities, entertainment and sanitary facilities, and, depending on the package chosen, a connection to the electricity network, or other options. Use of electrical plugs and connections is governed by the campsite's rules and regulations.

When placing the order, you must select one of the following packages:

Nature Package: Package including a pitch **without** electricity

Comfort Package: Nature Package with electricity 6 Amp

Privilege Package: Comfort Package + [services to be specified by the campsite]

Freecamp Package: Comfort or Privilege Package including a pitch equipped with private toilets and showers

Additional costs (additional people, extra vehicles, pets, etc.) are not included in the above-mentioned packages and will be added to the total.

#### ➤ Rental accommodation

Our prices include the rental of accommodation according to the number of guests (depending on the capacity of the accommodation), water, gas and electricity charges (excluding recharging the battery of an electric or hybrid vehicle), vehicle parking, access to reception facilities, entertainment and sanitary facilities.

A security deposit, the amount and terms of payment of which will be defined in the Special Conditions, will be requested upon your arrival and will be returned to you at the end of your stay and, at the latest, within a week from the date of your departure. However, we reserve the right to keep part or all of the deposit in the event of damage to the accommodation and/or its contents and/or equipment on the campsite.

### ➤ Standard conditions

The prices indicated are expressed in € and include VAT but exclude tourist tax.

Whatever the formula adopted (bare pitch or rental accommodation), additional costs will be charged for extra people, additional vehicles, additional tents, animals, visitors, etc.

Our prices are also subject to change depending on current economic and commercial conditions. The final contractual price, payable by you, is the amount shown on your booking confirmation.

Flower Campings applies dynamic pricing. As a result, prices are subject to change at any time.

“Partner” benefits and promotions cannot be applied to a reservation that has been confirmed, whether it has already been paid for in whole or in part; they are in no way retroactive.

It is, therefore, possible that customers may have paid different prices for the same stay. Customers who have paid the highest price, under no circumstances, will not be entitled to a refund of the difference between the price they paid and the promotional price.

Tourist tax, collected on behalf of the municipalities, is not included in the price. The amount is charged per person per night and varies depending on the destination. Depending on the municipality, it may be collected on site.

An eco-contribution fee, not included in the price, for preservation of the environment and sorting of waste may also be charged by the campsites and the terms will be specified in the Special Conditions.

## **2/ Booking conditions**

### ➤ Booking methods

You can make a reservation at [www.flowercampings.com](http://www.flowercampings.com), by telephone or directly on the specific campsite's website [www.camping-martinet.fr](http://www.camping-martinet.fr).

All reservation requests must be accompanied by the following:

- payment of a deposit of 30% of the total cost of your stay, including VAT. This includes the price of the services reserved and, if applicable, tourist tax. However, the campsite may apply a different amount, which will be specified in the Special Conditions,
- payment of administration fees, the amount of which will be specified in the Special Conditions of each campsite,
- the payment of cancellation insurance, if this option is chosen.

The reservation made has no contractual value until the receipt of a written reservation confirmation by email, which summarises all the information relating to your stay.

The balance of the price of the stay, including the price of the services reserved and VAT and, if applicable, tourist tax, is to be paid no later than 30 days before the start of the stay. In the event that the balance is not paid within the aforementioned period, the stay is considered cancelled, and our cancellation conditions described below apply.

Any reservation made less than 30 days before the arrival date must be paid in full at the time of booking. If there are exceptional conditions in place, you will be informed of these.

➤ No right of withdrawal

According to Article L. 221-28 12° of the Consumer Code, the right of withdrawal does not apply to accommodation, transport, catering and leisure services, which must be provided on a determined date or within a determined period.

➤ Maximum capacity

For security and insurance reasons, the number of occupants cannot exceed the capacity provided for by the type of accommodation or reserved pitch, including newborns. Upon your arrival, if we notice that the maximum capacity of the accommodation or the reserved pitch has been exceeded, we reserve the right to refuse you access to the accommodation or the reserved pitch without offering a refund.

➤ Clients - Minors

Minor children remain under the full responsibility of their parents and/or accompanying guardians for the duration of their stay. Flower campsites will only be able to book a stay for a minor if the child is under the responsibility of an accompanying adult or their legal representative.

### **3/ Methods of payment**

➤ Accepted methods of payment

You can pay for your reservation or your stay in euros via the payment methods specified in the Special Conditions of each campsite. However, by way of derogation, reservations made less than 30 days before the start date of the stay must be paid for by credit card only.

➤ Clients without a reservation

For stays on pitches without reservation (*passage*), you must, on arrival, pay the price of at least the first night. You are also responsible for informing reception of the desired or extended length of stay. The balance is to be paid no later than the day before departure; therefore, you must take into account the opening hours of the reception.

No refunds will be offered in the event of early departure on your part.

### **4/ The stay**

➤ Delivery of keys

The arrival and departure times are specified in the Special Conditions of each campsite.

Your request for a specific location within the campsite can only be satisfied if the reception at the campsite deems it possible on your arrival.

Any dissatisfaction concerning the state of cleanliness and/or the general condition of the rental must be notified in writing no later than 24 hours after arrival in order to allow time for it to be remedied.

No complaint will be accepted if more than 24 hours have passed after the day of arrival.

Your accommodation must be restored to its original state when you leave; in particular, you are responsible for the cleaning. Failing this, the campsite reserves the right to charge the cleaning costs to your security deposit, pursuant to Article 1 of these Conditions and the Special Conditions.

➤ Late arrival and early departure

In the event of late arrival or early departure, in relation to the dates and times mentioned on your booking confirmation, the price of the entire stay will remain unaltered. You will not be able to claim any refund for the part of the stay not taken.

➤ Animals

Pets are accepted in certain sites, subject to a fee to be paid. You are advised to contact the concerned establishment directly to ensure that pets are accepted there, as well as to learn the conditions of their presence if it is not mentioned in the Special Conditions. Their presence can, in no way, cause an inconvenience to the other guests (noise, hygiene, smell, etc.), and they are strictly forbidden in the vicinity of swimming pools. Dangerous or aggressive animals (categories 1 and 2), as well as "exotic pets", are not accepted. We thank you for bringing the animal's up-to-date health records and proof of vaccinations.

➤ Rules of procedure

Throughout your stay, you must respect the internal rules of the campsite, a copy of which is displayed at the reception of each campsite. We are able to send you a copy by email on request.

➤ Unavailability of certain services

The services and facilities we offer (swimming pool, restaurant, activities, entertainment, etc.) may not be available all year round, particularly for reasons of weather or in the event of force majeure, or may not operate throughout all seasons of the year. Therefore, they may be temporarily unavailable during all or part of your stay. The campsite will make its best efforts to inform you of any work or arrangements undertaken during your stay.

➤ Termination of the rental contract in the event of a fault on the client's part

The reservation contract will be terminated automatically in the event of one or more of the following events:

- In the event of repeated non-compliance, that is to say, continued non-compliance after a formal notice sent by email to you and/or your companions of our rules of procedure.

In this case, you must leave your accommodation or pitch within 24 hours of the termination of your contract, which will be notified to you by email. There will be no refund of the price.

- In the event of a no-show at the campsite within 24 hours of the start of your stay and without proof and/or news of your arrival.

We will make your accommodation available to other clients at the end of the aforementioned 24-hour period if we have not been able to reach you at the contact details provided when booking your stay.

We will retain, when applicable, all the sums that you have paid to us; no refund will be made.

## **5/ Modification of stay**

Unless there is a specific provision outlined in the Special Conditions of each campsite, the following provisions are applicable in the event of a modification of stay:

You can request to change the dates and/or conditions (type of accommodation) of your stay at our campsite, provided that your request reaches us by email at least 21 days before the initial date of arrival.

However, you must book a new stay at our campsite during the same season as that during which the initial stay was planned, according to availability and current rates. Your initial stay cannot be changed more than once. If you cannot honour the stay substituted for the initial stay, it will be considered cancelled; the sums paid will not be refunded to you.

If the price of the substituted stay is higher than that of the initial stay, you will have to pay the difference. Failing this, the substituted stay is considered cancelled, and our cancellation conditions described below will apply. If the price of the substituted stay is lower than the price of the initial stay, we will retain the price difference as compensation for the damage resulting from the modification of the stay.

## **6/ Cancellation of stay**

Unless a specific provision is outlined in the Special Conditions of each campsite, the following provisions are applicable in the event of cancellation.

### **➤ Cancellation by the client**

Any cancellation must be notified to us by any written means through a reliable medium (by email, registered mail with acknowledgement of receipt, etc.).

- If your email/letter is presented more than 30 days before your arrival, the amount of the deposit paid, the administration fees paid, and, if applicable, the sums paid under the cancellation insurance remain acquired by the campsite.
- If your letter is presented between the 30th and 15th day prior to your arrival, the amount of the deposit and administration fees paid, and, if applicable, the sums paid for cancellation insurance at the time of booking will be retained by the campsite; the balance of the price of the stay will be credited towards your next stay at the campsite, which must be reserved within one year from the date of the stay. If you have reserved your stay less than 30 days before the date of your arrival, and your letter of cancellation is presented 15 days or more before this date, the sums corresponding to the amount of the deposit, the administration fees, and the cancellation insurance premium, if any, referred to in article 2 of these General Terms and Conditions will be retained by the campsite; the excess will be credited to a future stay at the campsite, which must be booked during the same season as the cancelled stay or during the following season.
- If your letter is presented less than 15 days before the date of your arrival, all sums paid to the campsite will be forfeited.

**To obtain any compensation, we advise you to take out cancellation or interruption of stay insurance at the time of booking.**

Notwithstanding the preceding conditions,

- if your cancellation is due to the fact that you live in an area where a containment measure prohibiting people residing there from moving around to prevent the spread of Covid-19 is in force on the date your stay starts, the amount of the deposit paid, the administration fees paid, and, if applicable, the sums paid for cancellation insurance remain with the campsite; the remainder will be credited towards your next stay at the campsite, which must be reserved within one year of the date of your stay. This applies even if your cancellation letter is sent to us less than 15 days before the start date of your stay;
- If we are forced to cancel a reservation that we have confirmed, we will notify you by email as soon as possible; the sums paid will be reimbursed in full within a period specified in the Special Conditions for each campsite.

➤ Cancellation by the campsite

If we are forced to cancel a reservation that we have confirmed to you, we will notify you by email as soon as possible; the sums paid will be fully refunded to you within a period specified in the Special Conditions of each campsite.

➤ Insurance cancellation

Our prices do not include travel insurance. This remains optional and may be offered to you in the Special Conditions.

## **7/ Complaints and disputes**

Any complaints related to a stay must be made in writing and sent to us by registered mail with acknowledgement of receipt within 20 days of the end of the stay.

In the event of a dispute, and in the absence of an amicable solution being found within the month following receipt of the aforementioned letter of complaint, you have the legal right to a consumer mediator free of charge, provided that you contact him/her within one year of sending your letter of complaint.

By default, we offer you the use of the following consumer mediator:

- Mediator organisation: CM2C
- Address of the mediator: 14 Rue Saint-Jean 75017 Paris
- Mediator's website: <https://www.cm2c.net/>
- Email address: [cm2c@cm2c.net](mailto:cm2c@cm2c.net)

## **8/ Personal data**

The processing of personal data that we use for the purposes of the reservation is governed by the Flower Personal Data Protection Charter, available on our website.

We remind you that you have a specific right to object to telephone solicitation by registering on the Bloctel list (<https://www.bloctel.gouv.fr/>).





## Conditions Particulières de Vente

### Special conditions of sale

These Special Conditions apply to the Flower Le Martinet Rouge campsite in addition to the General Terms and Conditions available on the Flower website.

**Campsite website:** [www.camping-martinet.fr](http://www.camping-martinet.fr)

**Chosen package:**

Nature Package: Package including a pitch without electricity

Comfort Package: Nature Package with electricity, 6Amp

Freecamp Package: Comfort or Privilege Package including a pitch equipped with private sanitary facilities (toilet, shower and sink) and a small private kitchen ( sink, fridge and gaz to cook)

**Amount of the deposit:** 30% of the total cost of the stay with VAT, including the price of the services booked, and, if applicable, tourist & eco tax.

**Tourist tax and/or eco-contribution tax:** 0.53 € et 0.27€

**Application fees:** none

**Security deposit:** 400€ for any accomodation rental, 250€ for the bivouac tents, 150€ for Freecamp Pitch, 20€ to barrow a european adaptator or a pour le prêt d'un adaptateur européen ou d'une rallonge électrique

**Accepted methods for the security deposit :** cash or credit card

**Cleaning fee:** 70€ for accomodations / 35€ for bivouac tents and Freecamp pitches

**Accepted methods of payment:** Cash, credit card or bank transfer

**Check-in time and Check-out time:**

Related to pitches:

- During high season, arrival time is between 2pm and 8pm and departure time is between 8am and 11:00am
- During low season, arrival time is between 4pm and 8pm and departure time is between 8am and 12am

Related to accomodations and Freecamp Pitches

- During high season, arrival time is between 4pm and 8pm and departure time is between 8am and 10am
- In low season, arrival time is between 4pm and 7pm and departure time is between 9am and 11am

Check-in and check-out time can be adapted to clients' requests with previous agreement of the

## Conditions Particulières de Vente

### **Animals:**

#### In the accommodations

Only dogs are authorized, excepted dangerous dogs (categorie 1 or 2) with extra charge. Only 1 dog per accommodation rental is accepted (in some of our rentals, dogs are prohibited). We require that dogs are kept on a leash within the campsite and that dogs may not be left alone in the accommodations.

#### On the Pitches

Dogs and cats are allowed, except for category 1 and 2 dogs, with extra charge. A maximum of two pets are allowed per pitch. We require that dogs are kept on a leash within the campsite

Make sure to respect the hygiene and environment of the campsite. The animal health record must be presented on arrival at the campsite. Rabies vaccinations and a tattoo certificate are mandatory.

### **Protection of personal data:**

Flower Le Martinet Rouge campsite is responsible for the personal data collected directly from its website and undertakes to process it in accordance with the applicable regulations, in particular the General Data Protection Regulation.