

GENERAL TERMS AND CONDITIONS OF SALE

In order to benefit from the services offered by Camping Bella Vista, we ask you to read these General Terms and Conditions of Sale carefully. These conditions govern the sale of holidays and are valid at the time the reservation is made. Booking a holiday implies full acceptance of our terms and conditions.

APPLICABLE LAW AND JURISDICTION:

These General Terms and Conditions and more generally the Rental Contract are governed by French law. These General Terms and Conditions have been drafted in French and translated into various languages.

In the event of a litigation, only the French text shall be deemed authentic, the other versions being translated for information purposes only.

APPLICATION AND ACCEPTANCE OF THE GCS: These General Terms and Conditions of Sale are valid at the time when the Customer makes a booking request. The Company is free to accept or reject a booking request, subject to a legitimate reason such as the availability of accommodation...

By making a Reservation, the Customer acknowledges having fully read these General Terms and Conditions of Sale and having accepted, definitively and without reservation, the terms and conditions defined therein.

This acceptance consists of :

- For an Internet Booking, by ticking the box marked « I have read and accept the General Terms and Conditions of Sale ». Ticking the box is deemed to have the same value as a handwritten signature by the Customer.
 - For a telephone reservation, to complete and sign the rental contract sent at the time of the reservation request.
- The Company cannot accept any dispute, claim or refund relating to the interpretation or performance of these General Terms and Conditions by a third party to the booking.
- The Company reserves the right to modify the General Terms and Conditions of Sale at any time.

WITHDRAWAL:

The Company informs its customers that, in accordance with Article L221-28 of the French Consumer Code: 'The right of withdrawal may not be exercised for contracts: [...] 12° for the provision of accommodation services, other than residential accommodation, goods transport services, car hire, catering or leisure activities which must be provided on a specific date or during a specific period'.

The Company therefore informs the customer that the usual 14-day withdrawal period does not apply to the reservation of accommodation or a pitch.

RESERVATION:

When requesting a reservation, the customer must fulfil the following obligations:

- Be of legal age and have legal capacity. The Company reserves the right to refuse to accept minors who are not accompanied by their parent(s) or legal guardian. The Company reserves the right to cancel the booking without prior notice if the participants in the holiday are minors who are not accompanied by their parent(s) or legal guardian.
- Be registered as a holiday participant and take part in the holiday;
- Provide all the information required by the Company (e.g. contact details of the holiday participants, number plate of the vehicle that will be parked at the campsite, etc.).
- Acknowledge that they are financially responsible for all participants in the holiday, as well as for any events that may occur during the holiday;
- Guarantee the accuracy and truthfulness of the information provided;
- Acknowledge that all reservations are nominative and personal and may not be transferred;

The reservation request will be accepted :

- After agreement by the management
- After confirmation of availability. In the event that a holiday is not available on the dates requested, the customer will be informed immediately either by telephone or by e-mail and no sum will be deducted.
- Following signature of the duly completed contract or acceptance of the general terms and conditions of sale for internet bookings.
- Following payment of a deposit of 30% of the total cost of the holiday + €15 non-refundable booking fee + tourist tax + optional cancellation insurance (if taken out) or payment of the total cost of the holiday.

The Company reserves the right to refuse a booking request or a booking in the event of :

- Dispute with the customer
- Total or partial non-payment or late payment of sums due for a reservation. Any sums already paid will be retained by the company.
- Lack of information or any information that is incorrect at the time of the booking request, such as, for example, the surname, first names and date of birth of all the participants of the stay, number plate, etc.

STAY PARTICIPANTS:

The Company wishes to point out that it offers holidays for families. The Company therefore reserves the right to refuse a reservation and/or access to the campsite:

- Persons not mentioned at the time of booking
- Additional persons not included in the maximum capacity of the accommodation booked, for safety and insurance reasons. Please note that any person, regardless of age, is a participant. Children and babies count as participants.
- People making one or more bookings for more than 2 accommodations or pitches. If a booking is made by the same person or by several people who know each other for several accommodations on the same dates, the campsite considers that it is a group booking and may therefore refuse the booking requests. The request must be sent by e-mail and will be examined by the group department.

RENTAL RATES :

Our prices include :

- Rental of the accommodation chosen and its equipment (crockery, bedding, etc.)
- Technical assistance
- Water, gas and electricity consumption
- Reception on arrival

Any person other than those registered will be considered as an additional person. The registration of this additional person is subject to acceptance by the management if the maximum capacity of the accommodation allows. If the management agrees, the additional person will be registered at reception in the presence of the tenant and will be subject to a charge (additional person €15/night).

Our prices do not include :

- Additional options offered by the campsite such as :
 - o Housekeeping package at a cost of €85.00, an option to be added at the time of booking or directly on site
 - o Linen kit, sheets and towels at €3.00 per person per night
 - o Baby kit: €39.00 per week and €7.00 per night for stays of less than a week
 - o Choice of pitch: €30 per stay, subject to availability at the time of booking. You can choose your preferred pitch at the time of booking, with no possibility of changing it on arrival.
- « Campeze Couvert » cancellation insurance, which can only be taken out at the time of booking

GENERAL TERMS AND CONDITIONS OF SALE

- The tourist tax levied by the Calvi-Balagne Community of Communes and the Territorial Collectivity of Corsica. It is payable per person over the age of 18 and per day. The rate is €0.60/day/adult for bare pitch/mobile home customers. It is payable upon payment and is clearly indicated on the invoice.
- Paid activities on offer
- ETC (...)

The availability of all services cannot be guaranteed by the establishment.

These rates are firm and non-revisable during their period of validity, as indicated on the website, in the email or in the written proposal sent to the Client. Beyond this period of validity, the offer is no longer valid and the Service Provider is no longer bound by the prices.

Dynamic pricing: The company uses dynamic pricing for its accommodation rates.

The accommodation rates set by the campsite may vary according to the period, the dates of stay and the date on which the reservation was made. Rates for the same service may differ depending on the period in which the customer has booked.

Quotations: When a quotation is requested, it is valid for 48 hours.

Discounts: The campsite may offer promotional discounts during certain periods.

However, if a reservation has been made by a customer at a time when a discount was not available, the customer will not be entitled to claim it. No discount or advantage will be applied to a reservation that has already been paid for in full or in part.

PAYMENT :

If a booking is made more than 30 days before the start of the holiday, a deposit of 30% will be required at the time of booking. If the booking is made online, the deposit must be paid at the time of booking by credit card.

If the booking is made by telephone, the deposit may be paid by credit card or bank transfer. The deposit must be received by the company within 8 days of receipt of the contract. A non-transferable receipt must be presented on the day of arrival.

If the deposit is not received within 8 days, the company reserves the right to cancel the booking request after notifying the customer. The balance of the stay must be paid no later than 30 days before the customer's arrival date at the campsite by credit card or bank transfer.

The company offers several methods of payment for the balance:

- o Credit card for all types of reservation, via an internet link.
- o Bank transfer: to the company's bank account. The wording must include your booking number, the customer number and the name in which the booking was made.

For payments by bank transfer, payment of the sums due, as mentioned on the document confirming your booking, must reach SAS Bella Vista within a maximum of 5 days from the date of the booking request.

Pending payment, the reservation is considered 'pending'.

If a booking is made 30 days or less before the start of the holiday, the full amount due must be paid immediately at the time of booking, by credit card for Internet bookings. If the booking is made by telephone, the balance of the stay may be paid by credit card, or bank transfer. Payments by bank transfer must be received by the company within 5 days, otherwise the booking may be cancelled.

In the event of non-receipt of payment or of payment not corresponding to the sums due within the time allowed, the company will be obliged to cancel the reservation made, and the sums already paid will be retained by the company. The accommodation will be released for sale.

MODIFICATION :

Any request to modify a stay must be notified in writing to the following email address: resa@sejoya.fr

Any change to a booking (dates, accommodation, etc.) is subject to acceptance by the management and will incur a charge. Requests may be accepted or refused subject to availability in the current calendar year. No transfers will be accepted for the following season. If the change is not accepted, the customer must stay as originally planned or cancel. They must therefore refer to the company's cancellation conditions.

If the modification request is accepted by the Company, a modification fee of €30 (inc. VAT) will apply.

If the modification is accepted and the total amount of the stay :

- Is greater than the amount of the initial booking: the customer must pay the €30 modification fee and the difference between the two stays 30 days before the arrival date or immediately if the amendment is made less than 30 days before the arrival date.
- Is less than the amount of the initial booking: the customer must pay the €30 modification fee and the price of the initial stay remains the same. The company will not make any refunds.

Any request for modification is subject to a new calculation of the total amount of the stay according to the prices applicable on the day of the modification. The customer is warned that in the event of a change of his stay, he will not be able to benefit from any promotions subsequent to his request for a change.

If the company is unable to honour the customer's modification request, the initial reservation will be maintained unless the customer cancels.

Any request for modification received within 30 days of the holiday will be automatically rejected.

Any stay started is due in full. No compensation or reduction will be granted in the event of late arrival, early departure or change in the number of people (whether for all or part of the planned stay).

The customer is requested to inform the company by telephone or e-mail of any delayed arrival. If no news is received, the accommodation will be released for sale within 24 hours.

No-shows: In the event of no-shows on the day of arrival and no news from the customer, the accommodation will be released for sale within 24 hours. No refund will be given, and the deposit or balance of the stay will be retained by the company.

STAY :

Internal rules: The customer undertakes to read the campsite's internal rules on arrival. They govern their stay in addition to these General Terms and Conditions.

They undertake to respect these rules and to ensure that they are respected by any persons accompanying them and for whom they are responsible.

In the event of non-compliance with the campsite rules, the campsite representatives must ensure that the rules are respected and will take all necessary sanctions, such as :

- Immediate expulsion from the campsite with no possibility for the customer to demand a refund or compensation.
 - Any reservation by the customer or their accompanying persons for a future stay will be automatically refused.
- The Customer is informed that failure to comply with certain rules contained in the internal regulations may result in civil and/or criminal liability.

Reception: Reception is open from 8.00am to 12.00pm and from 2.00pm to 6.00pm in April and October. From 8.00am to 8.00pm in May, June and September. From 8.00am to 10.00pm in July and August.

GENERAL TERMS AND CONDITIONS OF SALE

On arrival, you must go to the reception desk to register. You will be given a single-use wristband to ensure the safety of our customers and prevent intrusion by outsiders. This wristband must be worn throughout your stay. It gives access to the campsite's facilities and water park.

Arrival and departure: Rentals are available at 5.30pm on the day of arrival and must be vacated by 10.00am on the day of departure. For any late departure, you may be charged an additional day at the current nightly rate.

Late arrivals: Arrivals after 10.00pm must be notified to us 48.00 hours in advance. You will be welcome by the night caretaker.

Change of accommodation during your stay:

In the event of a change of accommodation during your stay, the arrival and departure conditions apply as for any new rental. This means that the initial accommodation must be vacated by 10:00 a.m., and the new accommodation cannot be occupied until 5:30 p.m., after cleaning and preparation in accordance with the establishment's quality standards. No discount or compensation will be granted for the waiting time between the two rentals.

Access barriers: Vehicle access to the campsite is controlled by automatic barriers open from 7.00 am to 11.00 pm. From 11.00 pm to 7.00 am, vehicles must park in the overnight car park at the entrance to the campsite.

Inventory: An inventory will be given to the customer on arrival. It is the tenant's responsibility to check the inventory and, if necessary, to report any missing or damaged items in writing to reception. If the customer does not hand over the inventory on arrival, it will be assumed that he has taken possession of the accommodation in a good general state of repair.

Deposit: A credit card deposit of €300 for the accommodation will be required on the day of arrival. This sum will be refunded in full after your stay, less any costs incurred in restoring the property to its original condition. An email will be sent in the week following departure, informing you that the security deposit has been closed, if the premises and equipment are returned in accordance with the inventory.

Any breakage, damage or loss will be invoiced and deducted from the amount of the security deposit at the rate indicated. Please note that the campsite reserves the right to retain part or all of the security deposit in the event of damage to the campsite.

End-of-stay cleaning:

The campsite offers a cleaning package of €85.00 for all accommodation.

If the customer has not subscribed to this option, but on the day of departure the state of cleanliness of the accommodation is deemed to be unacceptable, €85.00 will be deducted from the security deposit.

Also, if the customer has subscribed to the cleaning option, but the accommodation is found to be in an abnormally dirty state, an additional €85.00 will be charged to the security deposit.

The Company will remind the customer of the tasks to be carried out:

- If the customer has not subscribed to the cleaning option, without making an exhaustive list:
 - o Empty and dispose of the rubbish bins
 - o Wash and put away the dishes
 - o Empty and turn off the fridge
 - o Sweep and mop the floor
 - o Clean the kitchen, bathroom and toilets
 - o Tidy and clean the terrace and furniture
 - o If the Linen Kit option has been taken out, leave sheets and towels near the entrance.

- If the customer has taken out the housekeeping option :
 - o Empty and dispose of the rubbish bins
 - o Wash and put away dishes
 - o Empty and turn off the fridge
 - o Tidy up the terrace and furniture

Special cleaning fee: glue or adhesive residue and damage to windows

If glue, stickers, decals, adhesives or any other residue is found on the windows of rental accommodation, a specific cleaning fee of €35 will be automatically charged.

This fee covers the additional cleaning time and the specific products required to restore the glass surfaces.

Furthermore, if the customer cleans the windows themselves and this results in scratches or damage, particularly due to the use of unsuitable products or materials, they will be charged for the complete replacement of the damaged window and this will be deducted from the security deposit.

Choice of pitch : The « Choice of pitch » option may be taken out at the time of booking. However, if the campsite is unable to honour this option for the customer due to technical or other reasons, the customer will be informed as soon as possible and reimbursed the amount of the option, i.e. 30.00€.

If the customer has not subscribed to the « I choose my pitch » option, the accommodation will be allocated to the customer at random on the day of arrival. Under no circumstances may the allocation of a pitch be used as a pretext for a refund or reduction.

Damage to accommodation: Customers will be held responsible for any damage to their accommodation during their stay. In such cases, the deposit will be retained. It may be reimbursed once the customer's personal insurance has paid all the damage to the establishment. Otherwise the deposit will be forfeited. This procedure will also apply if the damage is caused by a natural element due to a lack of goodwill on the part of the customer. Example: a glass door that slams and breaks due to the wind and the customer's lack of precaution.

Damage to communal areas: In the event of damage caused by the tenant or his subordinates (children, friends, etc.) in the communal areas (swimming pool, restaurant, children's play areas, etc.) of the establishment, the deposit will be retained in the same way as in the event of damage to the accommodation. Only if the customer's insurance covers the full cost of the damage will the deposit be reimbursed, once the damage has been paid for.

Insurance: As the campsite is not a hotel in the sense of article 1952 of the French Civil Code, it cannot under any circumstances be held responsible for the loss or theft of personal belongings during the stay. The customer is solely responsible for his belongings. Furthermore, the customer is responsible for all damage caused by him.

To protect themselves against loss, theft or damage, they should therefore check with their insurance company whether their main home policy includes the holiday extension (holiday rental). Customers must also certify that they have civil liability insurance covering their own liability and that of any persons accompanying them.

Repairs during your stay: In the event of repairs to the accommodation, the establishment will do everything in its power to deal with the problem as quickly as possible. The technical service will be available from 8.00am to 12.00pm and from 2.00pm to 5.00pm from Monday to Friday. Technicians will intervene according to their schedule and the urgency of the breakdown.

GENERAL TERMS AND CONDITIONS OF SALE

In the event of a breakdown requiring the ordering of parts or the intervention of an approved external technician, the customer cannot claim an obligation to achieve results within a short timeframe.

Respect: Absolute silence must be observed from 10.00 p.m. to 7.00 a.m.

Animals: Animals are strictly prohibited in all rental accommodation.

Any breach of this rule will result in an increased cleaning fee being charged and, depending on the severity, may result in the immediate exclusion of the tenant without refund of the stay.

Use of barbecues:

For safety reasons and to preserve the facilities, the use of barbecues is strictly prohibited on the terraces of rental accommodation (mobile homes, chalets). Communal charcoal barbecues are available on the campsite. Any breach of this rule may result in intervention by staff and, where applicable, a charge for repairs in the event of damage or deterioration.

Television: The campsite cannot be held responsible for any disruption to television reception beyond its control.

Surface area: The surface areas of the mobile homes are given overall, including covered terraces, according to the manufacturer's specifications.

Insects : The rental accommodation was cleaned before it was let. During your stay, guests are responsible for cleaning the accommodation. If the tenant notices the presence of undesirable insects (ants, wasps, etc.), it is their responsibility to take the necessary action.

If, despite their efforts, the problem is not solved, the campsite will try to do what is necessary and will provide customers with insect repellents. However, as insects are a natural part of the environment, and all the more so on a campsite, the operator declines all responsibility for any inconvenience caused. (Mosquitoes...)

Parasols: Some of our rentals are equipped with parasols. In order to avoid damaging them, we ask customers to close them when they are away or in the event of wind, to avoid any damage and to guarantee the safety of the other occupants of the campsite. In the event of damage to or breakage of parasols or other equipment due to a lack of courtesy, a deduction will be made from the security deposit.

Garden furniture: Under no circumstances may the garden furniture present in the accommodation be moved elsewhere in the campsite or lent to other customers or pitch campers, for example. Garden tables and chairs are only for use on the terrace of the accommodation rented.

Waste management : At the entrance to the campsite, customers can leave their rubbish in the rubbish bin provided. Waste sorting is compulsory, and all categories of containers are available: yellow for plastic-based recyclables, green for glass products, blue for paper, grey for cardboard, black for household waste and brown for biowaste.

The premises are equipped with a video surveillance system. In the event of serious breaches, the security deposit may be deducted.

Services and entertainment: Our establishment will do its utmost to provide basic services from opening to closing. However, certain services and events will only be available in high season or may vary according to our occupancy rate, technical contingencies and health measures in force.

Electric vehicles: The Company informs the customer that charge points are available at the entrance to the campsite.

For safety reasons, it is strictly forbidden to recharge an electric or hybrid vehicle using the electrical sockets or installations in the accommodation or any other infrastructure on the campsite.

Failure to comply with this rule will be considered a breach of these General Terms and Conditions, and the provisions relating to immediate expulsion from the campsite may be applied, without the possibility of a refund for the stay.

Water park: For safety reasons, access to the water park is strictly forbidden to minors without a legal guardian present. (parents, guardian, accompanying adult, etc.)

Minors are under the responsibility and supervision of their legal guardians when in the water park. Any minor left unsupervised will be refused entry to the water park or expelled. The campsite declines all responsibility in the event of an accident resulting from this failure.

For reasons of hygiene, swimming shorts are strictly forbidden in the water park.

Access to the pool area is only possible by wearing the campsite wristband given to you on the day of your arrival.

Visitors: Outsiders are not authorised to enter the campsite. In the event of unauthorised entry by the management, any visitors will be subject to the visitor tariff and in the event of non-payment of the tariff, the persons visited will be jointly and severally liable for the sums due. If the management agrees to a possible visit, the visiting hours must be respected and under no circumstances will visitors be authorised to use the campsite's equipment and facilities, including the water park. The campsite declines all responsibility in the event of an accident.

Visitors authorised to enter the campsite undertake to respect the campsite's internal regulations and are under the responsibility of the person visited.

Image rights: By accepting the general terms and conditions of sale, the customer authorises the company or a third party appointed by the company, free of charge, to photograph, film and record the customer during their stay at the campsite and to use the images, videos, sounds and content obtained on all media and more particularly on its website, social networks (Facebook, Instagram, etc.), brochures and advertising and tourism media for an indefinite period. The purpose of this authorisation is to promote the company. This authorisation is valid both for the person making the reservation and for the persons staying with the said customer.

CANCELLATION :

Cancellation fees :

Any cancellation of a holiday must be notified to the company in writing, either by e-mail or by registered letter. The cancellation will be taken into account on receipt.

In the event of cancellation, in the absence of a cancellation guarantee or if the guarantee is not taken out, deductions will be made from the sums already paid or due, in accordance with the following terms and conditions:

- From the date of booking to 121 days before the start of the holiday: 30% of the cost of the holiday will be withheld (including options taken out) and 100% of additional costs (booking fees, insurance if taken out, etc.).
- Between 120 days and 61 days before the start of the holiday: 50% of the total cost of the holiday will be or will remain due (including the options taken out) and 100% of the ancillary costs (booking fees, insurance if taken out, etc.). where does the company invoice?
- Between 60 days and 31 days before the start of the holiday: 75% of the total cost of the holiday remains due (including options taken out) and 100% of ancillary costs (booking fees, insurance if taken out, etc.).

GENERAL TERMS AND CONDITIONS OF SALE

- Between 30 days and the start date of the holiday: 100% of the total cost of the holiday is due (including options taken out) and 100% of ancillary costs (booking fees, insurance if taken out, etc.).

CANCELLATION INSURANCE:

The company offers cancellation insurance through its partner Gritchen Affinity, which must be taken out at the time of booking. Cancellation insurance is not included in the price. It is optional and payable at the time of booking. The general terms and conditions of 'Campez Couvert' cancellation insurance are available on the website.

In the event of cancellation of a booking, the amount of cancellation insurance taken out will not be reimbursed.

METHOD OF PAYMENT :

Credit card, bank transfer

Iban: FR45 3000 2028 5900 0007 1301 K35

Bic ou Swift: CRLYFRPP

COMPLAINTS AND MEDIATION :

Any complaint during the stay must be reported by the Customer to the campsite reception team, within 24 hours of the event giving rise to the complaint, so that the campsite can do its utmost to remedy the non-conformity or find and meet the Customer's expectations as best it can.

If the complaint is not resolved in accordance with the Customer's expectations, the Customer may submit a complaint:

- By post: Camping Bella Vista, Route de Pietramaggiore, 20 260 Calvi.

- By mail : resa@sejoya.fr

No complaint will be taken into account if the facts have not been declared to the reception team during the stay.

The campsite will deal with any complaint as quickly as possible (maximum 2 months from the date of receipt of the complaint).

In accordance with articles L612-1 et seq. of the French Consumer Code, the Customer may have recourse to a conventional mediation procedure if the response provided by the campsite does not satisfy the Customer.

Any request for mediation must be sent as soon as possible to CM2C, either online at www.cm2c.net, or by post to the following address:

CM2C - 14 rue Saint Jean 75017 PARIS.

BELLA VISTA
CAMPING ★★ ★