

# English

Domaine de Pradines, route de Millau D28, 30750 Lanuéjols, +33 4.67.82.73.85, [contact@domaine-de-pradines.com](mailto:contact@domaine-de-pradines.com), RCS Nîmes

## Conditions of sale and useful information for Accommodations pages 1-6

For GROUP reservations (Large House +), please contact us for the complementary Terms and Conditions\*.

### DEFINITIONS:

**ORDER or RESERVATION or RENTAL:** Purchase of Services.

**SERVICES:** seasonal rental of accommodation or bare pitches

**ACCOMMODATION:** Gîte, Chalet, Bungalow, Yurt, Le Nid, La Bulle, Eco-Cabin, Yurt-Cabin, Comfort Tent

**PITCH:** Pitch for tent, caravan, motorhome

1. Application 2. Reservation 3. Tourist tax 4. Payment 5. Services 6. Cancellation 7. Customer obligations 8. Establishment obligations 9. Right of withdrawal 10. Data protection 11. Intellectual property 12. Applicable Law 13. Disputes 14. Customer acceptance and that's finally the end .... !

### ARTICLE 1 - APPLICATION

These General Terms and Conditions of Sale apply, without restriction or reserve, to any rental of accommodation or bare pitches at Domaine de Pradines operated by SARL Domaine de Pradines "the Service Provider" to the "Client". The main characteristics of the Services are presented on the website [www.domaie-de-pradines.com](http://www.domaie-de-pradines.com) The Customer is required to read them before placing any order. The choice and purchase of a Service is the sole responsibility of the Customer.

These General Conditions of Sale are accessible at any time on the website or in hard copy on request and will prevail, where applicable, over any other version or any other contractual document. The version applicable to the Customer is the one in force on the website or communicated by the Service Provider on the date on which the Customer places the Order.

Unless proven otherwise, the data recorded in the IT system of the Service Provider constitutes proof of all transactions concluded with the Customer. Under the conditions defined by the Data Protection Act and the European data protection regulations, the Customer has, at any time, a right of access, rectification, and opposition if the processing is not essential for the execution of the order and the stay as well as their consequences, to all of his personal data by writing, by mail and by justifying his identity.

It is the Customer's responsibility to verify the accuracy of the Order and to immediately report any errors to the Service Provider. The Order will only be considered final after sending the Customer confirmation of the acceptance of the Order by the Service Provider, by email or post. Any Order placed on the website constitutes the formation of a contract concluded at a distance between the Customer and the Service Provider.

By finalising the Order, the Customer declares to accept the Order and to have read and accepted the General Conditions of Sale..

### ARTICLE 2 - RESERVATION

The Customer selects on the website [www.domaine-de-pradines.com](http://www.domaine-de-pradines.com) or provides information on any document sent by the Service Provider, the services he wishes to order, as follows:

The reservation becomes effective only with the agreement of the campsite, after receipt of the deposit and after receipt of the rental contract duly completed and signed.

Minors must be accompanied by their parents or legal guardians.

**Pitches:** the rental of a Pitch includes the pitch for a tent or caravan + 2 vehicles or 1 motorhome, access to sanitary facilities and campsite facilities. The max. number of people on the site is 6 people and the establishment reserves the right to refuse access to more people on the same site.

We assign the pitches numbers around mid-June in chronological order of booking confirmation. Taking into account, depending on our availability, the needs and requests that you have communicated to us in your comments. We invite you to read the description of the site on our website and to note your needs in order of importance in the Comments box when you make your reservation. We cannot guarantee that all your requests will be taken into account but we do our best.

**Accommodation:** The number of persons occupying the accommodation must not exceed the capacity indicated. The establishment reserves the right to refuse access to customers arriving with a number of people greater than the capacity of the accommodation. All accommodation is non-smoking.

If you are a group and occupy several Services, we ask you to respect a few rules: limit grouping on a pitch or accommodation or ask us what the options are for groups; watch out for noise for neighbours; the bathrooms and kitchens of the accommodation are only for the use of the occupants of that accommodation.

Any Order placed on the website [www.domaine-de-pradines.com](http://www.domaine-de-pradines.com) constitutes the formation of a contract concluded at a distance between the Customer and the Service Provider.

All Orders are nominative and cannot, under any circumstances, be transferred.

#### ARTICLE 3 - TOURIST TAX

The tourist tax, collected on behalf of the municipality is not included in the rates. It is applied per day and per person over 18 years old. The amount is subject to modification of the community decree.

#### ARTICLE 4 - TERMS OF PAYMENT

##### 4.1. DEPOSIT

The deposit is paid when ordering and confirms the reservation. The deposit is deducted from the total price of the order. We send you a confirmation of your reservation upon receipt of the deposit.

**Pitches:** the deposit (30% of the reservation or min. 55 €) is required when ordering and is recommended for stays of +5 days in July and August. The balance of the stay is to be paid on site the day before departure. For stays under 5 days the reservation is taken into account but the deposit is not obligatory, please ask us. \* **SPECIAL Season 2021** - For orders placed until the end of June, we will take your reservation into account without asking for the deposit. A few weeks before your arrival date we will contact you to ask you to confirm your order by paying the deposit.

**Accommodation:** a deposit of 30% of the amount of the stay must be paid when ordering. **MID SEASON** : the balance of the stay is payable no later than 15 days before your arrival date. **JULY-AUGUST** : the balance of the stay is payable no later than 30 days before your arrival date. For orders made less than 15 or 30 days before the arrival date (depending on the season), full payment must be made at the time of the order.

##### 4.2. PAYMENT METHOD

We accept payments by bank transfer, bank card, cash. PLEASE NOTE - due to internet speed problems our bank card terminal does not always work well. Please always have another method of payment ready (cash or register our IBAN prior to your stay to make a transfer on site).

##### 4.3. NON-COMPLIANCE WITH PAYMENT CONDITIONS

The Service Provider reserves the right, in the event of non-compliance with the payment conditions set out above, to suspend or cancel the provision of the Services ordered by the Customer and / or to suspend the realisation of its obligations after implementation has remained without results.

##### 4.4. GUARANTEE DEPOSIT

For the rental of an accommodation a guarantee deposit of 80-200€ (depending on the accommodation) by cash OR a valid passport is required from the Client at the time of giving the keys and will be returned on the day of departure less any deductions or payment requested in case the accommodation is not returned in a satisfactory state or deterioration. Please have this guarantee ready on arrival. This guarantee does not constitute a limited responsibility.

**CLEANING** : cleaning is not included in the price. Accommodations must be returned in a clean state. If this is not the case the Client will need to pay 40-50€ (Confort Tent & Yurt), 60€ (gîte, chalet, Atypical, bungalow 2-5 pers) or 70€ (gîte, chalet, Atypical 6+ pers) for the cleaning. Any degradation to the accommodation or its equipment will require the immediate payment by the Client to return it to a satisfactory state. The state of the accommodation and its inventory have to be the same then at the beginning of the rental. A cleaning option is available upon reservation and must be booked and paid for during your stay. Even with the cleaning option, the accommodation must be in order, the crockery cleaned and put away, bins emptied.

#### ARTICLE 5 - PROVISION OF SERVICES

##### 5.1. PROVISION AND USE OF SERVICES

**Pitches** are available between 3 p.m. and 7 p.m. and must be vacated by noon. **MID-SEASON**, these conditions can be discussed. You are required to notify reception of your departure the day before at the latest with payment of your balance.

For **accommodation**, arrivals are between 3 p.m. and 7 p.m., departures between 7 a.m. and 10 a.m. **MID-SEASON**, these conditions can be discussed.

**Swimming Pool** is accessible to all the residents on site, occupying one of the services and whose name is registered on the reservation.

#### ARTICLE 6 - DELAY, INTERRUPTION OR CANCELLATION OF THE STAY BY THE CUSTOMER

No reduction will be granted in the event of a delayed arrival, an early departure or a change in the number of people (whether for all or part of the planned stay).

##### 6.1. INTERRUPTION

A premature departure cannot give rise to any reimbursement from the Service Provider.

##### 6.2. CANCELLATION

Cancellations must be notified in writing (email or letter) with acknowledgment of receipt from the Service Provider. The date of receipt of the cancellation by the Service Provider is the date recorded for the cancellation. In the event of cancellation, the sums paid will be the subject of a non-refund, a partial or a total refund depending on the date of the planned stay, the date of cancellation and the type of Services:

**Pitches:** In the event of cancellation of the Reservation by the Customer after its acceptance by the Service Provider at least 15 days before the scheduled arrival date, for any reason whatsoever except 'force majeure', the deposit paid at the Reservation, as defined in article 4 - TERMS OF PAYMENT of these General Conditions of Sale will be reimbursed less administrative fees (20%) and bank charges if applicable. In the event of cancellation of the Booking by the Customer at least between 15 and 5 days, 50% of the sums paid will be refunded less administrative fees (20%) and bank charges if applicable. In the event of cancellation of the Booking by the Customer less than 5 days before the scheduled date of arrival, the sums paid will automatically remain acquired by the Service Provider, as compensation, and may not give rise to any reimbursement.

**Accommodation:** for stays in **MID-SEASON:** In the event of cancellation of the Reservation by the Customer after its acceptance by the Service Provider at least 15 days before the scheduled arrival date, for any reason whatsoever except force majeure, the deposit paid on Booking, as defined in article 4 - TERMS OF PAYMENT of these General Conditions of Sale will be refunded less administrative fees (20%) and bank charges if applicable. If the cancellation occurs between 15 and 8 days at least before the date of arrival, 50% of the sums paid are refunded minus the administrative fees (20%) and bank fees if applicable. If the cancellation occurs less than 8 days before the scheduled arrival date, there is no refund and the amounts paid remain with the Owner.

For stays in **JULY and AUGUST:** In the event of cancellation of the Booking by the Customer after its acceptance by the Service Provider at least 60 days before the scheduled arrival date, for any reason whatsoever except force majeure, the deposit paid upon Booking, as defined in article 4 - TERMS OF PAYMENT of these General Conditions of Sale will be reimbursed less administration fees (20%) and bank charges if applicable. If the cancellation occurs between 60 and 30 days at least before the expected date of arrival, the deposit paid will be retained. If the cancellation occurs between between 30-15 days at least before the expected date of arrival 50% of the 2<sup>nd</sup> payment will be reimbursed less administrative fees (20%) and bank charges if applicable. If the cancellation occurs less than 15 days before the scheduled date of arrival, the sums paid will automatically remain acquired by the Service Provider, as compensation, and may not give rise to any reimbursement.

##### 6.3. CANCELLATION IN CASE OF PANDEMIC

6.3.1. In the event of total or partial closure of the establishment during the dates of the reserved stay (which is assimilated to a measure of total or partial ban to receive public, insofar as the Customer is directly concerned by the application of this measure) decided by the public authorities, and which is not attributable to the Service Provider, the sums paid in advance by the Customer for the reservation of the stay will be reimbursed within 90 days .

However, the Service Provider cannot be held liable for additional compensation beyond this reimbursement of the sums already paid for the reservation of the stay.

6.3.2. Notwithstanding the provisions of article 6.2 CANCELLATION, any cancellation of the stay duly justified by the fact that the Customer would be affected by COVID 19 (infection) or other infection considered to be part of a pandemic, or would be identified as a contact case, and that this situation would call into question his participation in the stay on the dates scheduled, the Service Provider will issue a credit note corresponding to the sums paid by the Customer, less the administration fees (20% of the deposit) which will remain with the Service Provider. This credit is valid for 24 months (renewable under conditions).

In all cases, the Customer must imperatively justify the event making him eligible for this right to cancellation.

6.3.3. By way of derogation from the provisions of article 6.2 CANCELLATION, in the event that the Customer is forced to cancel the entire stay due to government measures not allowing participants to move (general or local confinement, travel ban, closure borders), even though the campsite is able to fulfill its obligation and accommodate Customers, the Service Provider will issue a credit note corresponding to the sums paid by the Customer, less administrative fees (20% of the deposit ) which will remain with the Service Provider. This credit note is non-refundable and valid for 24 months (renewable).

6.3.4. We recommend that you take out cancellation insurance with a private insurer or with our partner Gritchen Affinity (CampezCouvert). If this insurance is taken out (2.7% of the amount of the stay excluding options and tourist tax) our partner Gritchen Affinity undertakes to reimburse all or part of the stay to our holidaymakers according to the general conditions of the contract. In the event of cancellation, notify the establishment of your withdrawal upon the occurrence of an event preventing your departure by mail or email. If the claim is provided for in the general conditions (available on the site [www.campez-couvert.com](http://www.campez-couvert.com) or from the establishment), notify the insurer within 5 working days and provide all the necessary information and supporting documents).

## ARTICLE 7 - OBLIGATION OF THE CUSTOMER

### 7.1. CIVIL LIABILITY INSURANCE

The Customer accommodated on a site or in an accommodation must be insured in civil liability. A certificate of insurance may be requested from the Customer before the start of the service. The client is responsible for the surveillance of his personal effects. The establishment declines all responsibility in the event of theft, fire, bad weather, and in the event of incidents involving the civil liability of the holidaymaker.

### 7.2. DOGS

Dogs (2 maximum for rental) are accepted, provided they are vaccinated, tattooed and kept on a leash. Their excrements must be collected by their owner even in remote areas of the estate! It is forbidden to leave an animal alone on the pitch or in a rental. Apologies but cats are not allowed in accommodations.

### 7.3. INTERNAL RULES

Internal regulations are posted at the entrance to the establishment and at reception. The Customer is obliged to take note of it and to respect it. It is available on request.

## ARTICLE 8 - SERVICE PROVIDER'S OBLIGATIONS - GUARANTEE

The Service Provider guarantees the Customer, in accordance with the legal provisions and without additional payment, against any lack of conformity or hidden defect, resulting from a defect in the design or performance of the Services ordered.

In order to assert his rights, the Customer must inform the Service Provider, in writing, of the existence of defects or lack of conformity within a maximum period of 15 days from the provision of the Services.

The Service Provider will reimburse or rectify or cause to be corrected (as far as possible) the services deemed to be defective as soon as possible and at the latest within 30 days following the finding by the Service Provider of the defect or vice. The refund will be made by credit to the Customer's bank account or by check sent to the Customer. The Provider's guarantee is limited to the reimbursement of the Services actually paid for by the Customer. The Service Provider cannot be considered responsible or at fault for any delay or non-performance resulting from the occurrence of a case of force majeure usually recognized by French case law.

The Services provided through the Provider's website [www.domaine-de-pradines.com](http://www.domaine-de-pradines.com) comply with the regulations in force in France.

## ARTICLE 9 - RIGHT OF WITHDRAWAL

In accordance with article 221-28 of the Consumer Code, the establishment informs its customers that the sale of accommodation and location services provided on a specific date or according to a specific periodicity is not subject to the provisions relating to the 14 day withdrawal period.

## ARTICLE 10 - DATA PROTECTION

The Service Provider, who drafts these presents, implements the processing of personal data whose legal basis is:

- Or the legitimate interest pursued by the Service Provider when it pursues the following purposes:
  - prospecting
  - managing the relationship with its customers and prospects,
  - the organization, registration and invitation to events of the Service Provider,
  - processing, execution, prospecting, production, management, monitoring of customer requests and files,
  - the drafting of acts on behalf of its clients.
- Either compliance with legal and regulatory obligations when implementing processing for the purpose of:
  - prevention of money laundering and terrorist financing and the fight against corruption,

- invoicing,
- accountability.

The Service Provider only keeps the data for the time necessary for the operations for which they were collected and in compliance with the regulations in force.

In this regard, customer data is kept for the duration of the contractual relationship increased by 3 years for the purposes of animation and prospecting, without prejudice to retention obligations or limitation periods.

With regard to the prevention of money laundering and the financing of terrorism, the data are kept for 5 years after the end of the relationship with the Service Provider. In terms of accounting, they are kept for 10 years from the end of the financial year.

Prospects data are kept for a period of 3 years if no participation or registration in the events of the Service Provider has taken place.

The data processed are intended for authorized persons of the Service Provider.

Under the conditions defined by the Data Protection Act and the European Data Protection Regulation, individuals have the right to access data concerning them, rectification, interrogation, limitation, portability, 'erasure.

The persons concerned by the processing carried out also have the right to oppose at any time, for reasons relating to their particular situation, to the processing of personal data having as a legal basis the legitimate interest of the Service Provider. , as well as a right of opposition to commercial prospecting.

They also have the right to define general and specific directives defining the way in which they intend to exercise, after their death, the rights mentioned above.

- by email to the following address: [contact@domaine-de-pradines.com](mailto:contact@domaine-de-pradines.com)

- or by post to the following address: Surname, first name Company name Postal address accompanied by a copy of a signed identity document.

The persons concerned have the right to lodge a complaint with the CNIL.

We send a News by email once a year. If you do not wish to receive this News, you can unsubscribe.

#### ARTICLE 11 - INTELLECTUAL PROPERTY

The content of the website [www.domaine-de-pradines.com](http://www.domaine-de-pradines.com) is the property of the Service Provider and its partners and is protected by French and international laws relating to intellectual property.

Any reproduction, distribution, total or partial use of this content is strictly prohibited and may constitute an offense of counterfeiting.

In addition, the Service Provider remains the owner of all intellectual property rights in the photographs, presentations, studies, drawings, models, prototypes, etc., produced (even at the request of the Customer) with a view to providing the Services to the Customer. The Customer therefore refrains from any reproduction or use of said studies, drawings, models and prototypes, etc., without the express, prior written authorization of the Service Provider who may make it conditional on financial compensation.

The same applies to names, logos or more broadly any graphic or text representation belonging to the Service Provider or used and disseminated by him.

#### ARTICLE 12 - APPLICABLE LAW - LANGUAGES

These General Conditions of Sale and the operations resulting from them are governed and subject to French law.

These General Conditions of Sale are written in French. In the event that they are translated into one or more foreign languages, only the French text will prevail in the event of a dispute.

#### ARTICLE 13 - DISPUTES

All disputes to which the purchase and sale transactions concluded in application of these general conditions of sale could give rise, concerning their validity, interpretation, execution, termination, consequences and consequences and which could not have been resolved between the Service Provider and the Customer will be submitted to the competent courts under the conditions of common law and must be reported by registered letter up to 30 days after the end of the stay. The Client is informed that he may in any event have recourse, in the event of a dispute, to a conventional mediation procedure or to any other alternative method of dispute settlement.

In particular, he may have recourse free of charge to the following Consumer Mediator:

Mediation Medicys

73 Bd de Clichy - 75009 PARIS

Contact details for the website [www.medicys.fr](http://www.medicys.fr)

#### ARTICLE 14 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The Customer acknowledges having had communication, prior to placing his Order, in a readable and understandable manner, of these General Conditions of Sale and all the information and information referred to in

Articles L 111-1 to L111-7 of the Code of consumption, in addition to the information required in application of the order of 22 October 2008 relating to prior information to the consumer on the characteristics of rental accommodation in outdoor hotels and in particular:

- the essential characteristics of the Services, taking into account the communication medium used and the Services concerned;
- the price of the Services and ancillary costs;
- information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if it does not appear from the context;
- information relating to legal and contractual guarantees and their implementation methods; the functionalities of the digital content and, where applicable, its interoperability;
- the possibility of resorting to conventional mediation in the event of a dispute;
- information relating to the terms of termination and other important contractual conditions.

The fact for a natural (or legal) person, of ordering on the website [www.domaine-de-pradines.com](http://www.domaine-de-pradines.com) implies full and complete acceptance and acceptance of these General Conditions of Sale, which is expressly recognized by the Customer, who in particular waives the right to rely on any contradictory document, which would be unenforceable against the Service Provider.

We ask our customers to be responsible and to respect barrier gestures. Masks are mandatory in the reception / grocery store and the sanitary facilities. We ask you to equip yourself with a hydroalcoholic lotion. There will be bottles in the reception and the sanitary facilities for your use.

**Take a flashlight** because there is not much lighting on the site which allows to observe the stars!

We are at an altitude of **900 meters**, take adapted gear.

**We are in Lanuéjols in the GARD (30) and not Lanuéjols in the neighbouring Lozère department (48).** To come up to us do not use only the **GPS or Internet** and download directions on our website Useful Info. Don't forget your road map which you will need to visit our area.

#### USEFUL INFORMATION for your STAY

##### **BEDDING and WHAT TO BRING**

**Linen is not provided** (sheets, towels). Sheets are obligatory. Possible rental (the beds are not made). In July and August also bring shower mats and dish towels.

**Gîtes, Large House, Chalets, Yurts, Bubble, Eco-Cabin, Yurt-Cabin and Bungalows:** duvets and pillows provided. For each bed bring pillowcase (square), sheets for mattresses and large sheets to put under the duvet or a duvet cover or sleeping bag. RENTAL possible (12€ double, 8€ simple). Beds are not made.

**The Nest and Comfort Tents:** no duvet or blankets. Pillows provided (square format). Bring duvet / sleeping bag and sheets for mattresses and pillows. RENTAL of sleeping kit possible (sheets & sleeping bags)

SPECIAL Season 2021 - The mattress and pillow protectors are changed after each passage. It is essential that you bring a complete set of bed linen for each bed you use. Ask us if you need details of what to bring. You can also rent the sheets but we have a limited stock.

**Accessories:** toilet paper, garbage bags and washing up liquid are provided to start your stay and sold in our small grocery store to continue your stay. Bring of a big blanket for picnicking, folding chairs, kids' bikes etc

**CLEANING:** Cleaning is not included in the price and Accommodation must be left clean. Cleaning option possible, to be reserved in advance. Pitches must be left clean by removing all traces of passage (washing line, string, wooden or stone constructions, etc.)

\* SPECIAL Season 2021 - we are implementing reinforced cleaning measures following a protocol communicated to us by our Federation. We ask all our customers to leave their accommodation clean (a to-do list can be found in the accommodation or ask us). Maintenance products are at your disposal. For the health of the campsite, we apply the hygiene protocol and we reinforce our passages for cleaning. We ask users to keep the premises clean.

##### HEATING

**Gîtes, Large House, Chalets, and Bungalows:** electric radiators. Some **gîtes** have wood burning stoves. Box of wood € 8, to be ordered before 7pm.

**Large Yurt, Yurt-Cabin & Eco-Cabin:** wood-burning stove. Wood available mid-season. In summer 8€ for wood to be ordered before 7pm. **The Nest, Bubble, Small Yurt & Comfort Tents:** no heating.