General Terms and Conditions of Sale

ARTICLE 1 – SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply without restriction or reservation to all purchases of services offered by Camping RIOCLAR to consumers and non-professional customers (the "Customer" or "Customers").

These terms and conditions apply to the exclusion of all other terms and conditions.
These General Terms and Conditions of Sale are systematically provided to every Customer before the contract for the provision of Services is concluded and, where applicable, take precedence over any other version or conflicting document.

The Customer declares that they have read and accepted these General Terms and Conditions of Sale before concluding the contract for the provision of Services. By confirming an order for Services, the Customer accepts these General Terms and Conditions of Sale without restriction or reservation.

For online sales, the Customer declares that they have read and accepted these General Terms and Conditions of Sale by ticking the box provided for this purpose before proceeding with the online ordering process, as well as the general terms of use of the website www.rioclar.com/fr/de/nl.

By confirming an order for Services, the Customer accepts these General Terms and Conditions of Sale without restriction or reservation.

These General Terms and Conditions of Sale may subsequently be amended. The version applicable to the Customer's purchase is the version in force on the date the contract is concluded.

These General Terms and Conditions of Sale are available at any time on the website and, where applicable, take precedence over any other version or conflicting document.

Unless proven otherwise, the data recorded in the service provider's computer system constitute evidence of all transactions concluded with the Customer.

In accordance with the French Data Protection Act of 6 January 1978, as strengthened and supplemented by the General Data Protection Regulation (GDPR), which came into force on 25 May 2018, the Customer may at any time exercise their rights of access, rectification, objection, erasure and data portability concerning all their personal data by writing, with proof of identity, to:

CAMPING RIOCLAR
SAS Rioclar, share capital €12,000.00 – Trade and Companies Register (RCS) Manosque 482 090 214
Route de Barcelonnette – D900 – 04340 Méolans-Revel
www.rioclar.com – +33 (0)4 92 81 10 32 – hello@rioclar.com
Information on the processing of the Customer's personal data (purposes, legal basis, retention period, recipients and the right to lodge a complaint with the French Data Protection Authority, CNIL) is set out in the privacy policy available on the website [link].

ARTICLE 2 – BOOKING CONDITIONS

A booking becomes effective only with Camping Rioclar's agreement, after receipt of the deposit and either a duly completed and signed booking agreement, a signed quotation marked "Approved", or acceptance of the General Terms and Conditions of Sale when booking online.
Any order placed through the website constitutes a distance contract and necessarily implies acceptance of these General Terms and Conditions of Sale without restriction or reservation.
In accordance with Article L.221-28, paragraph 12, of the French Consumer Code, the Customer has no right of withdrawal in respect of accommodation services provided on a specified date or during a specified period.

For the rental of accommodation or a camping pitch, a deposit equal to 30% of the total cost of the stay is required and will be deducted from the total, together with a €19 booking fee, which is retained by Camping Rioclar.

The outstanding balance must be paid 7 days before arrival for a camping pitch and 30 days before arrival for rental accommodation (chalets, mobile homes, caravans and lodge tents).

Your booking is only definitively confirmed once the balance has been received within the specified deadline. If payment of the balance is not received by that deadline, we will consider the booking cancelled and the cancellation conditions will apply. Every rental is made in the name of the person booking and may not be transferred or sublet under any circumstances.

Rioclar cannot under any circumstances guarantee a particular pitch or accommodation location. Customers cannot therefore select the exact location of their camping pitch or rental accommodation in advance, and no pitch or unit number will be definitively assigned before their stay. Only the campsite, dates and type of accommodation are guaranteed.

Rioclar considers any booking or bookings for 3 or more rental units and/or 12 or more people to constitute a group when made by the same individual or by different individuals who know each other and are travelling together for the same purpose, on the same dates and to the same campsite.
All group booking requests must be sent by email to hello@rioclar.com or made by telephone on +33 (0)4 92 81 10 32, clearly stating that the request concerns a group booking.
Rioclar reserves the right to review each request before accepting or refusing it.

ARTICLE 3 – YOUR STAY

On your scheduled arrival date, the pitch or rental accommodation must be occupied by 6:30 pm. Please notify us if you are delayed. Unless the person who made the booking sends written notice stating that their arrival has been postponed, the pitch will become available 24 hours after the contractual arrival date. The full cost of the services remains payable; telephone messages are not accepted. For chalet, mobile home and caravan rentals, a €200 security deposit is payable on arrival and will be returned after departure, following an inventory and inspection.

On the day of departure, camping pitches must be vacated and left clean by 12 noon at the latest. Rental accommodation must be vacated and left clean by 10:00 am at the latest.
If rental accommodation has not been cleaned before departure, a cleaning charge of at least €80 including VAT will apply.
In the event of late departure, an additional day may be charged at the prevailing nightly rate.
Campers are responsible for obtaining their own insurance and for looking after their personal belongings. The campsite accepts no liability for incidents falling within the camper's civil liability.

All visitors or additional campers must report to reception on arrival. They may only be admitted with management's consent and under the responsibility of the campers receiving them. Their vehicles must remain in the entrance car park. A fee will be charged for each visitor, and all visitors must leave the campsite by 10:00 pm. Visitors are strictly prohibited from using the swimming pool unless authorised by management.

ARTICLE 4 – CHANGES TO AND CANCELLATION OF YOUR STAY

4.1 Changes and cancellations by the camper:
Requests to extend a stay are subject to availability and to the rates in force.
Any request to shorten a stay is considered a partial cancellation and is subject to the conditions governing cancellation and interruption of stays.

No reduction will be granted for late arrival or early departure. If the dates of a stay are changed, the same pitch or rental accommodation cannot be guaranteed.

For a camping pitch booking, cancellation must be made by registered letter with acknowledgement of receipt at least 31 days before the scheduled arrival date. The deposit will be refunded at the end of the season, while the booking fee will be retained by Camping Rioclar. For cancellations made between 30 and 8 days before the scheduled arrival date, the booking fee and deposit will be retained by Camping Rioclar as compensation for termination of the contract.
For cancellations made 7 days or less before the scheduled arrival date, or in the event of a no-show on that date, the booking fee, deposit and outstanding balance of the stay will be retained by Camping Rioclar as compensation for termination of the contract.

Rioclar
CAMPING ★★★★
RESTAURANT

For chalet, mobile home, caravan and lodge tent rentals, cancellation must be made by registered letter with acknowledgement of receipt 61 days or more before the scheduled arrival date. The deposit will be refunded at the end of the season, while the booking fee will be retained by Camping Rioclar. For cancellations made between 60 and 31 days before the scheduled arrival date, the booking fee and deposit will be retained by Camping Rioclar as compensation for termination of the contract. For cancellations made 30 days or less before the scheduled arrival date, or in the event of a no-show on that date, the booking fee, deposit and outstanding balance of the stay will be retained by Camping Rioclar as compensation for termination of the contract.

If you have taken out cancellation cover, amounts paid are covered in accordance with the general terms and conditions of that cover.

4.2 Cancellation by Camping Rioclar
If Camping Rioclar cancels the stay, a full refund will be made, except in cases of force majeure or in the circumstances provided for in Article 4.3

4.3 Cancellation in the event of a pandemic

4.3.1 If the establishment is completely closed during the booked stay as a result of a decision by the public authorities not attributable to Camping Rioclar (including a total or partial prohibition on admitting the public where the Customer is directly affected by that measure), advance payments made by the Customer for the booking will be refunded.
Camping Rioclar shall not, however, be liable for any additional compensation beyond the refund of amounts already paid for the booking.

4.3.2 Notwithstanding Article 4, "Changes to and cancellation of your stay", where a cancellation is duly justified because the Customer has COVID-19 (infection) or another infection classified as part of a pandemic, or has been identified as a close contact, and this prevents them from taking part in the stay on the scheduled dates, the Customer will be entitled to:
a non-refundable, non-transferable credit voucher valid for 24 months.
Any processing and administration fees (Article 2) provided for in these General Terms and Conditions will be retained by Camping Rioclar. In all cases, the Customer must provide supporting evidence of the event entitling them to cancel.

4.3.3 Notwithstanding Article 4, "Changes to and cancellation of your stay", if the Customer is required to cancel the entire stay as a result of government measures preventing participants from travelling (national or local lockdown, travel ban or border closures), even though the campsite is able to fulfil its obligations and accommodate Customers, Camping Rioclar will issue a credit voucher equal to the amounts paid by the Customer, less the processing and administration fees (Article 2), which will be retained by Camping Rioclar. This non-refundable, non-transferable voucher is valid for 24 months.

4.3.4 If the Customer has taken out specific insurance covering the risks listed in Articles 4.3.1, 4.3.2 or 4.3.3, any insurance compensation received by the Customer will be deducted from the amount of the credit voucher or refund referred to in those articles.

4.4 Availability of facilities and services

4.4.1 Opening periods.
Shared campsite facilities and services (including the swimming pool, restaurant, grocery shop, sports facilities and entertainment activities) are available during their respective opening periods and hours, which may be shorter than the campsite's opening season. These periods and hours are stated on the campsite website before booking and displayed at reception. The Customer is deemed to have been informed of them when making the booking.

4.4.2 Temporary closures.
Access to a shared facility or service may be temporarily closed, interrupted or restricted for reasons relating to personal safety, health requirements (in particular bathing water quality), weather conditions, decisions by an administrative authority, or maintenance or repair work. Camping Rioclar will inform Customers as soon as possible by displaying a notice at reception and, where the closure is known before their arrival, by email. It will take reasonable steps to restore the facility or service as soon as possible.

4.4.3 Limited unavailability.
Closure of a shared facility or service for no more than 72 consecutive hours / 3 days during the Customer's stay, where the facility or service is not charged separately, does not entitle the Customer to a reduction in the price of the stay.

4.4.4 Significant unavailability.
Where a closure exceeds the period stated in Article 4.4.3, or affects a facility or service presented as a feature of the booked offer, the Customer may obtain a reduction in the price of the stay proportionate to the importance of the service concerned and the period of its unavailability. If the unavailability is known before the Customer arrives, the Customer will be informed and may keep the booking under the conditions described in the preceding sentence. Services charged separately that could not be provided will be refunded.

4.4.5 Equipment in rental accommodation.
Any malfunction of equipment in rental accommodation must be reported to reception without delay. Camping Rioclar will act as quickly as possible to repair or replace the equipment concerned or, where the malfunction renders the accommodation unfit for use and cannot be remedied promptly, offer the Customer accommodation of an equivalent or higher category, subject to availability. Otherwise, Article 4.4.4 will apply.

4.4.6 Force majeure.
The provisions of this article do not prevent the application of the statutory rules relating to force majeure.

ARTICLE 5 – PETS

Pets are accepted subject to a fee payable at the time of booking. Where permitted, pets must be kept on a lead at all times. They are prohibited from poolside areas, food shops and buildings. Dogs and cats must have up-to-date vaccination records.
Other types of pets ("NAC" under French law) are expressly prohibited, meaning pet species other than those covered by legislation on domestic carnivores (dogs, cats and ferrets).carnivores domestiqueschienschatsfurets
Examples include birds, rodents, fish, reptiles (snakes, red-eared slider turtles, lizards), amphibians, arthropods, insects and spiders, as well as pigs, fennec foxes or monkeys kept by individuals as companion animals.

ARTICLE 6 – CAMPSITE RULES – PEACE AND DISTURBANCES

6.1 Binding effect.
The Campsite Rules are available on the website, via a link provided to the Customer before the contract is concluded, and are displayed at reception. By confirming a booking, the Customer declares that they have read and accepted them. They form an integral part of the contract.

6.2 Customer's obligations.
The Customer undertakes to comply with the Campsite Rules and to ensure compliance by everyone included in their booking and by any visitors they receive. The Customer is answerable to the campsite for any breaches committed by those persons. Parents or legal guardians must supervise minors in their care throughout the stay.

6.3 Peace and quiet.
Quiet hours apply throughout the campsite from 10:30 pm, in accordance with Article 7 of the Campsite Rules. Breaches of the Campsite Rules include, in particular, noise disturbances, gatherings that disrupt the peace, aggressive, threatening or dangerous behaviour, damage to property and disturbances linked to excessive alcohol consumption.

6.4 Procedure.
In the event of a breach, the operator or their representative will ask the Customer to put an end to the disturbance. If the disturbance persists or recurs, the operator will issue a formal notice requiring compliance and informing the Customer that the contract may otherwise be terminated. If the breach continues or another breach occurs after this notice, the campsite may terminate the contract. In an emergency, particularly where the behaviour of a member of the party endangers people or property, or in cases of violence, serious damage or disrespectful conduct, substantial noise disturbance or excessive alcohol consumption, termination may take place without prior formal notice.

6.5 Consequences of termination.
Termination requires everyone included in the booking concerned to leave within the period specified in the notice and no later than 12 noon. Amounts already paid for the stay will be retained by the campsite as compensation, and any outstanding balance will remain payable, without

prejudice to compensation for documented damage, which may in particular be deducted from the security deposit on presentation of supporting evidence.

6.6 Criminal offences.
In the event of a criminal offence, the operator may contact the police or gendarmerie.

ARTICLE 7 – IMAGE RIGHTS

Subject to your express consent, obtained separately from acceptance of these General Terms and Conditions of Sale by means of an unticked checkbox, you authorise Camping Rioclar to photograph, audio-record or film you during your stay and to use the resulting images, sounds, videos and recordings in any communication medium (in particular on the Camping Rioclar website and social media, including Facebook and Instagram). This authorisation applies only to people taking part in the stay who have given their consent and, for minors, only with the consent of those holding parental responsibility. Consent may be withdrawn at any time by emailing hello@rioclar.com. This authorisation is solely intended to promote Camping RIOCLAR and its activities and may in no way harm your reputation. It is granted free of charge, worldwide, for a period of 5 years.

ARTICLE 8 – GOVERNING LAW – LANGUAGE OF THE CONTRACT

These General Terms and Conditions of Sale, and the transactions arising from them between the campsite and the Customer, are governed by and subject to French law.
These General Terms and Conditions of Sale are drawn up in French. If translated into one or more foreign languages, only the French text shall prevail in the event of a dispute.

ARTICLE 9 – DISPUTES

In accordance with Article L.612-1 of the French Consumer Code, and subject to Article L.612-2 of that Code, consumers may submit a request for an amicable settlement through mediation within one year of making a written complaint to the professional.
RIOCLAR has appointed SAS Médiation Solution as its consumer mediation body under membership registration number 52623/VM/2403.
SAS Médiation Solution – 222 chemin de la Bergerie, 01800 Saint-Jean-de-Niost – contact@sasmediationsolution-conso.fr