



## CONDITIONS GÉNÉRALES DE VENTE

Réservation d'hébergement ou d'emplacement « tourisme »

Camping Vert Auxois – SARL L'EDEN VERT AUXOIS - RCS Dijon 984 897 033  
15, rue du Vert Auxois, 21320 Pouilly-en-Auxois  
+33 (0)3 80 90 71 89 - [contact@camping-vert-auxois.fr](mailto:contact@camping-vert-auxois.fr)

## DEFINITIONS

**ORDER / BOOKING / RENTAL:** Purchase of Services.

**SERVICES:** seasonal rental of accommodation or bare "tourism" pitch.

**ACCOMMODATION:** tent, caravan, mobile leisure home or light leisure dwelling.

## ARTICLE 1 – SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restriction or reservation, to all accommodation or bare pitch rentals at Camping Vert Auxois, operated by SARL Le Jardin des Toiles, to customers ("the Client(s)"), on the website [www.camping-vert-auxois.fr](http://www.camping-vert-auxois.fr) or by phone, postal mail, email, or at a location where the Provider sells the Services.

The main features of the Services are presented on the website [www.camping-vert-auxois.fr](http://www.camping-vert-auxois.fr) or on written support (paper or electronic) in the case of bookings made by means other than online ordering. The Client must read them prior to placing an order. The choice and purchase of a Service is solely the Client's responsibility.

These General Terms of Sale apply to the exclusion of all other Provider conditions, including those applied in other sales channels.

They are accessible at any time on the website and will prevail, if applicable, over any other version or contractual document. The applicable version is the one in effect on the website or communicated by the Provider on the date the Client places the order. Unless proved otherwise, the data recorded in the Provider's IT system serve as proof of all transactions concluded with the Client.

In accordance with French data protection law and EU GDPR, the Client has the right to access, rectify, and object if the processing is not necessary for the execution of the order and stay, by writing with proof of identity to:

SARL Le Jardin des Toiles – 15 rue du Vert Auxois – 21320 Pouilly-en-Auxois.

The Client declares having read and accepted these General Terms either by ticking the box provided before validating the online order or by any other appropriate means in case of booking outside the Internet.

## ARTICLE 2 – BOOKINGS

The Client selects on the website or fills out any document sent by Camping Vert Auxois the Services they wish to order according to the following steps:

- Selection of stay dates, type of accommodation or pitch, number of guests,
- Validation of the stay,
- Entry of client details, including names, dates of birth of accompanying persons,
- Addition of options,
- Validation of stay summary and Terms & Conditions by ticking the dedicated box,
- Choice of payment method and payment validation,
- Confirmation of order and reception of a confirmation email.



It is the Client's responsibility to check the accuracy of the Order and immediately report any error. The Order is final only once Camping Vert Auxois sends a written confirmation (email, postal mail) or signed contract in case of on-site reservation.

Any order placed on the website [www.camping-vert-auxois.fr](http://www.camping-vert-auxois.fr) forms a distance contract between the Client and Camping Vert Auxois. All Orders are personal and cannot be transferred.

## ARTICLE 3 – PRICES

Services are provided at the applicable rates published on [www.camping-vert-auxois.fr](http://www.camping-vert-auxois.fr) or any Camping Vert Auxois information medium at the time the Client places the order. Prices are expressed in Euros, VAT included.

Tariffs take into account potential discounts granted by Camping Vert Auxois. They are firm and non-revisable during their validity period. Beyond this period, the offer becomes void and Camping Vert Auxois is no longer bound by the prices.

An invoice will be issued and delivered to the Client no later than the end of their stay.

Prices do **not** include:

- Tourist taxes,
- Cancellation insurance,
- Optional extras such as extra vehicle/trailer, pets, bed linen, extra tent, etc.,
- Cleaning fees if not performed by the Client,
- Security deposit.

Additional services resulting from voluntary or involuntary extension of the stay (early arrival, weather conditions, etc.) are at the Client's expense based on current rates.

### 3.1 TOURIST TAX

The tourist tax, collected on behalf of the local community, is not included in the rates. Its amount is determined per person per day and varies by destination. It must be paid when paying for the Service and will appear separately on the invoice.

## ARTICLE 4 – PAYMENT TERMS

### 4.1 DEPOSIT

Amounts paid in advance constitute a deposit. It counts toward the total price due.

A deposit equal to 30% of the total cost of Services is required at the time of booking. It must be paid upon receipt of the final rental agreement and attached to the signed version returned. It is deducted from the total amount.

It will not be refunded by Camping Vert Auxois in case of cancellation by the Client or non-payment of the remaining balance.

### 4.2 BALANCE OF STAY

- **Accommodation:** must be fully paid 30 days before arrival (otherwise the booking is cancelled). If the booking is made less than 30 days before arrival, the balance is due at booking.
- **Pitches:** must be fully paid 15 days before arrival (otherwise cancelled). Bookings less than 15 days before arrival must be paid in full upon reservation.



#### **4.3 PAYMENTS**

Payments are considered final only after actual funds are received by Camping Vert Auxois.

Late payment makes the full amount due immediately payable, without prejudice to further action.

#### **4.4 NON-COMPLIANCE WITH PAYMENT CONDITIONS**

Camping Vert Auxois reserves the right, in case of non-payment, to suspend or cancel the supply of Services and/or suspend obligations after a formal notice remains unanswered.

### **ARTICLE 5 – PROVISION OF SERVICES**

#### **5.1 ACCESS & USE**

- Accommodation can be occupied from **15:30** on arrival day and must be vacated by **10:00** on departure day.
- Pitches can be occupied from **14:00** in low/medium season, **13:00** in high season, and must be vacated by **12:00** on departure day.

Rental units and pitches are designed for a specific number of guests and must never exceed this limit.

The Client must return the accommodation/pitch in the same clean condition. Otherwise, cleaning fees apply.

Any damage must be repaired at the Client's expense. Inventory at check-out must strictly match inventory at check-in.

#### **5.2 SECURITY DEPOSIT**

A €200 security deposit is required on key handover for accommodations, and returned at check-out minus any restoration or cleaning costs. If leaving without inventory, the deposit will be returned or mailed within 15 days after inspection.

This deposit is not a liability limit.

### **ARTICLE 6 – DELAY, INTERRUPTION OR CANCELLATION BY THE CLIENT**

No reduction is granted for late arrival, early departure, or reduction in the number of guests (whole or partial stay).

Accommodation or pitches are held for 12 hours after scheduled arrival (until 9:00 the next day). After this, booking ends and full stay cost remains due.

#### **6.1 MODIFICATION**

Camping Vert Auxois will try to accept date or guest changes subject to availability and possible additional costs. This is a best-effort obligation only. Additional charges may apply.

Any request to shorten the stay is treated as partial cancellation (Article 6.4).

#### **6.2 INTERRUPTION**

Premature departure grants no refund.

#### **6.3 CANCELLATION INSURANCE**

Camping Vert Auxois offers optional paid cancellation/interruption insurance "Campez Couvert" via Gritchen Affinity. It allows reimbursement of cancellation fees or unused nights following covered events.



Terms are available at [www.campez-couvert.com](http://www.campez-couvert.com) or at the campsite. Claims must be filed within 48 hours of the event according to the online procedure.

## 6.4 CANCELLATION (WITHOUT INSURANCE)

- **More than 30 days** before arrival: deposit is retained as compensation.
- **Less than 30 days** before arrival: the **full balance** (paid or due) is retained as compensation.

## 6.5 PANDEMIC CASES

**6.5.1** If the establishment is fully or partially closed due to government decision, advance payments will generate a **non-refundable 18-month voucher**.

**6.5.2** If the Client is infected or a declared contact case preventing attendance, a **non-refundable 18-month voucher** will be issued upon proof.

**6.5.3** If official restrictions prevent travel (lockdown, border closure, etc.) while the campsite remains operational, a non-refundable 18-month voucher will be issued (minus processing fees).

**6.5.4** If the Client has insurance covering such events, payouts are deducted from the voucher value.

## ARTICLE 7 – CLIENT OBLIGATIONS

### 7.1 CIVIL LIABILITY INSURANCE

Clients must have civil liability insurance. Proof may be required before the stay.

### 7.2 PETS

Pets are accepted subject to campsite fees. Category 1 & 2 dogs (dangerous breeds) are prohibited. Pets may be accepted only in certain accommodations and must never be left alone.

### 7.3 INTERNAL RULES

A campsite regulation is displayed at the entrance/reception. The Client must read and comply with it.

## ARTICLE 8 – PROVIDER OBLIGATIONS — WARRANTY

Camping Vert Auxois guarantees the Client against non-compliance and hidden defects due to design or execution faults.

The Client must report any issue within 24h of service provision.

The campsite will remedy defects as quickly as possible. The guarantee is limited to refund of Services effectively paid.

Camping Vert Auxois is not liable for delays or failures due to force majeure.

## ARTICLE 9 – RIGHT OF WITHDRAWAL

Activities relating to stays or excursions dated or scheduled for a specific period are **not subject** to distance-sale withdrawal rights (French Consumer Code Art. L221-28).

## ARTICLE 10 – PERSONAL DATA



Camping Vert Auxois processes personal data under legitimate interest or legal obligations (billing, accounting, AML, client management, etc.).

Data retention follows legal durations (contract period + 3 years; AML 5 years; accounting 10 years).

Data subjects have rights of access, rectification, opposition, portability, erasure, and post-mortem directives. They may file a CNIL complaint.

Requests may be sent by email or postal mail with ID proof.

## **ARTICLE 11 – INTELLECTUAL PROPERTY**

The website content belongs to Camping Vert Auxois and partners. Any reproduction or use is prohibited and may constitute infringement.

Camping Vert Auxois retains IP rights over images, studies, drawings, prototypes, etc. commissioned for Clients. Use requires written prior authorization and may be subject to payment.

The same applies to brand names, logos, and graphic representations.

## **ARTICLE 12 – GOVERNING LAW – LANGUAGE**

These Terms and related operations are governed by French law. In the event of translation, only the French version prevails.

## **ARTICLE 13 – DISPUTES**

All disputes relating to validity, interpretation, execution, termination, and consequences that cannot be settled amicably will be submitted to competent courts.

The Client may resort to consumer mediation, in particular:

Centre de la Médiation de la Consommation de Conciliateurs de Justice  
14 rue Saint Jean, 75017 Paris – [cm2c@cm2c.net](mailto:cm2c@cm2c.net) – [www.cm2c.net](http://www.cm2c.net)

## **ARTICLE 14 – PRE-CONTRACT INFORMATION – CLIENT ACCEPTANCE**

The Client acknowledges receiving readable and comprehensible information prior to ordering, including features, prices, identity of the provider, legal guarantees, dispute mediation options, and contractual termination terms.

Ordering via [www.camping-vert-auxois.fr](http://www.camping-vert-auxois.fr) constitutes full acceptance of these Terms.