

In order to benefit from the services offered by the Establishment, it is mandatory to read and accept these General Terms and Conditions.

Any reservation within the campsite implies unconditional acceptance of:

- these General Terms and Conditions of Sale,
- the contractual conditions,
- the internal regulations of the Establishment.

1 - SCOPE OF APPLICATION

These General Terms and Conditions apply, without restriction or reservation, to all rentals of accommodation units or bare pitches ("Accommodation") concluded between the campsite ("the Establishment") and consumers or non-professional clients ("the Client(s)") wishing to stay at the Establishment. The main characteristics of the accommodation offered for rent are presented on the website: www.calallevado.com and on the Establishment's website. Photographs and graphics are non-contractual and shall not engage the liability of the Establishment. The Client must refer to the description of each Accommodation in order to know its essential characteristics. Rental offers are valid subject to availability.

These General Terms and Conditions are systematically communicated to the Client prior to booking and shall prevail over any other contradictory document. They are accessible at any time on the above-mentioned website. The Client declares having read and accepted these Terms before making a reservation. Validation of the booking constitutes full and unconditional acceptance. It is expressly agreed that the Client does not benefit from any right of withdrawal pursuant to Article L.222-10 of the French Consumer Code.

The Establishment is part of the Groupe Sea Green and is marketed within the Sunêlia network.

2 – ORDERS / RESERVATION

2.1 Reservations are open on the website www.calallevado.com, as well as on the websites of establishments or partners, and by telephone at +33 (0)5 64 10 20 20.

Online, it is the Client's responsibility to select the desired Accommodation, the requested rental period as well as the rental conditions. The Client may then book the stay through the booking process in compliance with the Establishment's deposit policy. It is the Client's responsibility to verify the accuracy of the order, its price and to correct any errors before confirming acceptance. Any order placed on the aforementioned website constitutes the formation of a distance contract concluded between the Establishment and the Client.

The reservation of Accommodation or a bare pitch is final only after completion of all of the following conditions:

- the written agreement of the Establishment, and
- receipt of a deposit of 30% of the total reservation amount, booking fees and optional extras where applicable, plus the full amount of the cancellation insurance subscribed to, if applicable, and
- receipt of the booking contract duly completed and signed or an email confirmation in the case of an online booking.

The reservation binds the Establishment only once accepted, notably subject to availability and more generally to any circumstances likely to hinder execution of the reservation. The Establishment reserves the right to refuse any reservation contrary to the internal regulations or seeking to divert it from its original purpose. The reservation accepted by the Establishment is personal and may not be transferred to a third party without prior approval of the Establishment.

Minors must be accompanied by an adult holding valid identification. If the adult is not the parent or legal guardian, written parental authorization and a copy of the identification document of the person who made the reservation must be provided.

For validity, the reservation must be made by a person of legal age on the date of the reservation request. Any reservation made by a minor shall be considered null and void and the deposit retained by the Establishment.

2.2 In addition to these General Terms and Conditions of Sale, stricter conditions provided by partners apply to reservations made through their services.

3 – PRICES

3.1 Accommodation is rented at the rates in force. Prices are expressed in Euros, VAT included.

- Bare pitch: the basic package includes the pitch for tent, caravan or motorhome for 2 persons, one parking space for a vehicle within the campsite, access to sanitary facilities and reception infrastructure as well as entertainment, services and leisure facilities.

- Rental Accommodation: rental units are equipped (in accordance with the description of the chosen Accommodation) and gas and electricity supply are included.

The basic package applies to 2 to 8 persons depending on the type of Accommodation and includes one vehicle space within the campsite and access to entertainment, services and leisure facilities. The Establishment reserves the right to refuse access to groups presenting with a number of participants exceeding the capacity of the rented Accommodation.

3.2 Price reductions or special offers mentioned on the Establishment's website, as well as any promotional offer occasionally proposed, are non-retroactive and non-cumulative unless otherwise stated. Unless otherwise specified, promotions shall not apply in the event of modification of the reservation. They do not apply to reservations made before the offer date or after its expiry. Certain promotional offers available online or via partner sites are valid exclusively on those sites.

The price is communicated to the Client prior to finalization of the reservation. The price becomes final and contractual only upon confirmation of the order. Any price indicated at other periods, on other media or offered to other clients cannot be invoked against the Establishment. The Client expressly accepts that only the price of their own reservation applies.

4 – TERMS AND CONDITIONS OF PAYMENT

4.1 In order to be taken into account, reservations made more than 30 days before the start of the stay must be accompanied by payment of a deposit equal to 30% of the total reservation amount, booking fees and optional extras where applicable, plus the full amount of the cancellation insurance subscribed to, if applicable. The balance must be paid no later than 30 days before the start of the stay. Upon expiry of a period of 8 days following the request for payment of the balance by the Establishment, if the balance has not been paid by the Client, the reservation shall be considered cancelled and the deposit paid by the Client shall be retained by the Establishment as compensation. For reservations made less than 30 days before the start of the stay, the full price must be paid at the time of booking. No reservation shall be taken into account until the full price of the stay has been paid to the Establishment. Whatever the reason for cancellation, processing and administrative fees shall remain acquired by the Establishment.

4.2 All payments must be made in Euros, using the following methods:

- If the reservation is made via the website:
 - by credit card (Visa/Mastercard);
 - by bank transfer.

- If the reservation is made by telephone:
 - by credit card (Visa/Mastercard);
 - by bank transfer.
- If the reservation is made on site:
 - in cash, up to a limit of €1,000 (one thousand euros);
 - by credit card (Visa/Mastercard).

Bank and postal cheques are not accepted by any Establishment.

4.3 By way of derogation from paragraph 4.1, in the event that the Client is required to cancel the entire stay due to governmental measures preventing participants from travelling (local lockdown, travel ban), even though the campsite is able to perform its obligations and receive them, the Establishment shall issue a credit note corresponding to the sums paid by the Client, less processing and administrative fees which shall remain acquired by the Establishment. This credit note, non-refundable and non-transferable, shall be valid for 18 months. In the event that the Establishment is prevented from receiving the public following a governmental decision or any administrative authority, the Establishment shall issue a credit note for the sums paid by the Client, less processing and administrative fees which shall remain acquired by the Establishment. This credit note is non-transferable and shall be valid for 18 months. At the end of this period, if no new stay has been scheduled, the Client may request reimbursement of the sums paid.

5 – TOURIST TAX

This municipal tax is mandatory and is collected in addition to the balance of the price, at the rate in force during the collection period (see rates).

6 – SECURITY DEPOSIT – INVENTORY

Upon arrival and before the keys are handed over, a security deposit shall be required as a guarantee for potential cleaning fees and for any loss of inventory or damage to the pitch, accommodation or campsite equipment. The deposit is set at €350 for Accommodation rentals and €150 for bare pitch rentals. In the case of payment by credit card, a card imprint shall be taken.

Upon arrival, the Establishment provides the Client with an inventory form to complete and return to reception. If no entry inspection is carried out and the Client does not submit any written reservations to the Establishment within 24 hours of entering the premises, the pitch or Accommodation shall be deemed to be in good condition.

Upon departure, after vacating the pitch or emptying the Accommodation and completing cleaning, an Exit Inspection may be carried out by the Establishment's staff depending on the time of year.

In the absence of an Exit Inspection, the Establishment undertakes to provide evidence justifying any retention of the deposit. Any findings must be notified to the Client within 48 hours after departure.

If the Exit Inspection corresponds to the Entry Inspection, or failing notification within 48 hours, the deposit shall be returned:

- deposits paid by cheque shall be destroyed;
- deposits by card imprint shall be released.

In the event of damage, loss or cleaning deficiencies recorded during the Exit Inspection or, failing that, notified to the Client within 48 hours after departure, the deposit shall be retained in whole or in part within 15 days of the Client's departure:

- by cashing the cheque;
- by charging the amount in the case of a card imprint.

An invoice shall be sent to the Client. Any cleaning deficiency shall be charged at a flat rate of €150. Where applicable, the balance of the deposit after deduction shall be refunded by bank transfer within 30 days of departure. If the damage exceeds the amount of the deposit, the Establishment reserves the right to claim additional compensation.

7 – BOOKING FEES

Administrative booking fees apply at the time of reservation.

8 – CANCELLATION / MODIFICATION OF THE RESERVATION

8-1. Modification of the reservation

Up to 15 days before the scheduled arrival at the Establishment, a reservation may be modified by the Client subject to prior agreement of the Establishment and availability of the Accommodation for the requested period. If the modified stay amount is higher, the modification shall only become effective after payment of the price difference by the Client.

If modification is not possible, the Client shall retain the initial booking conditions or cancel under the conditions set out below.

The following are treated as cancellations:

- requests to reduce the duration of the stay (interruption);
- requests to postpone to the following season.

8-2. Cancellation by the Establishment

Except in cases of force majeure, cancellation by the Establishment shall give rise to full reimbursement (rental, booking fees and tourist tax) within 15 days.

The Establishment shall inform the Client without delay.

8-3. Cancellation – Delay – Interruption by the Client

Any cancellation, total or partial, must be made in writing (registered letter with acknowledgment of receipt addressed to the campsite Cala Llevadó, 14 avenue Descartes, 33370 Artigues-près-Bordeaux, or by email to: reclamation@seagreen.fr).

In the event of cancellation after acceptance by the Establishment, for any reason except force majeure, the following sums shall be retained:

- 30% of the total price of the stay (rental, booking fees, supplements and options included) if cancellation occurs more than 30 days before the start of the stay;
- 100% of the total price of the stay if cancellation occurs 30 days or less before the start of the stay;
- booking fees in all cases.

Any difference in favor of the Client shall be refunded within 15 days by bank transfer. Any interrupted or shortened stay (late arrival or early departure) shall not give rise to any refund. The Client may subscribe to cancellation insurance in order to obtain reimbursement of the sums paid (see Article 10).

In case of delay and no news within 24 hours following the scheduled arrival date, the Establishment reserves the right to re-let the Accommodation. The benefit of the reservation shall be lost without possible claim.

9 – CLIENT FAULT

If the Client disturbs the stay of other clients or fails to comply with the internal regulations, the Establishment may formally require the Client to cease such disturbance. In the event of serious or repeated breach, the Establishment may terminate the contract without compensation. In case of criminal offence, the Establishment may involve law enforcement authorities.

10 – CANCELLATION AND INTERRUPTION INSURANCE

NEAT offers cancellation insurance. Insurance is optional. The Client may choose to subscribe at the time of booking. The insurance is independent from the Establishment. The price amounts to 5% of the total booking amount including VAT and supplements, excluding booking fees and tourist taxes, with a minimum of €15. The price must be paid in full at booking and is non-refundable.

Reimbursement conditions are detailed in the insurance policy available on the Establishment's website. Any reimbursement request must be made directly to NEAT. The Establishment is not responsible for reimbursement decisions.

11 – ARRIVAL / DEPARTURE

11-1. Arrival

On the day the stay begins, bare pitches are available from 2:00 p.m. and accommodation units from 4:00 p.m. The Client must report to reception, where the necessary information will be provided to settle on the pitch or take possession of the Accommodation.

Any dissatisfaction concerning cleaning or the condition of the rental must be reported to reception within 24 hours in order to allow remedial action.

In the event of late arrival, the Client must notify the Establishment as soon as possible to ensure reception opening and key handover.

11-2. Departure

Any departure after this time may result in an additional day being charged. An Exit Inspection may be carried out by the Establishment's staff depending on the season. The security deposit shall be destroyed or returned to the Client, after deduction of any amounts retained upon supporting invoices for any damages observed in the Accommodation or on the pitch, under the conditions set out in Article 6. Retention of the deposit does not exclude additional compensation if repair costs exceed the deposit amount(s).

12 – LIABILITY / WARRANTY

12.1 The Establishment undertakes to provide the Client with the rented Accommodation under the contractual conditions. It guarantees peaceful enjoyment of the Accommodation during the rental period.

12.2 Partners are responsible for the offers published on their own websites and services.

13 – INTERNAL REGULATIONS OF THE ESTABLISHMENT

By confirming the reservation, the Client acknowledges having read the internal regulations of the Establishment. The Client accepts its terms and recognizes its contractual nature. The Client undertakes, for themselves and their beneficiaries, to comply with its provisions. In case of serious or repeated breach, the Establishment may terminate the rental without compensation, as provided in the internal regulations. In case of criminal offence, the Establishment may call upon law enforcement and/or interrupt the Client's stay without compensation.

14 – TERMINATION OF THE CONTRACT

In the event of failure by either party to comply with the obligations set out herein or in the internal regulations, the rental may be terminated at the discretion of the injured party, who must provide proof of the breach.

15 – DATA PROTECTION

The Establishment undertakes not to transmit to third parties the information provided by the Client in connection with the booking. Such information is confidential and will be used solely by internal departments for processing the Client's reservation, personalization, communication, and service offerings reserved for clients. In accordance with the French Data Protection Act of 6 January 1978, the Client has the right to access, rectify and object to their personal data. Requests must be made in writing, indicating surname, first name and address.

16 - INTELLECTUAL PROPERTY

The content of the website www.seagreen.fr and the Establishments' websites is the property of the campsite and its partners and is protected by French and international intellectual property laws. Any total or partial reproduction is strictly prohibited and may constitute infringement. The Establishment remains the owner of all intellectual property rights relating to designs, models, prototypes, etc., created (even at the Client's request) for the provision of services. The Client shall not reproduce or exploit such studies, designs, models or prototypes without prior written authorization, which may be subject to financial compensation.

17 - ELECTRIC VEHICLE CHARGING INFRASTRUCTURE

To ensure safe charging of electric vehicles, the parking area must be supplied by a dedicated circuit. Charging points must be equipped with a specialized circuit including a residual current protection device. Equipment must be connected to a low-voltage main panel inspected annually by a certified body. It is prohibited to charge a vehicle using an unsuitable socket. Charging on accommodation units or bare pitches is therefore impossible. Failure to comply may result in the application of Article 12.

18 - PRE-CONTRACTUAL INFORMATION – CLIENT ACCEPTANCE

By confirming the reservation, the Client acknowledges having received the necessary information.

19 – IMPORTANT NOTICE

Not all rates and services are marketed through all distribution channels. Prices are determined by dynamic pricing management and may depend on several parameters such as booking date, stay dates, time between these dates, length of stay, and occupancy rate of the Establishment.

20 – IMAGE RIGHTS

During the stay, the Client and accompanying persons or visitors may be photographed and/or filmed by the Establishment. Acceptance of these Terms constitutes authorization to use such images for 5 years, unless written refusal is submitted at reception upon arrival.

Images shall be used exclusively for promotional purposes and shall respect personal dignity.

21 – AFTER-SALES SERVICE

For any request regarding your stay, contact the reservation department at +33 (0)5 64 10 20 20 (Monday to Friday, 9 a.m. to 6 p.m.) or by email at reservation@seagreen.fr.

On-site teams are available during your stay.

Any complaint after the stay must be sent by registered letter with acknowledgment of receipt to:

Reservation Department – Camping Cala Llevadó
14 avenue Descartes
33370 Artigues-près-Bordeaux
France

Within 30 days after the end of the stay.

The complaint must specify:

- name under which the reservation was made;
- reservation reference;
- location and dates of stay;
- subject of the reservation or pitch number.

Supporting documents must be attached.

The Establishment will respond within two months.