

General booking conditions for pitches Interiors & Sea & Privilege

Last updated: February 2025

ARTICLE 1 - DESIGNATION OF THE SERVICE PROVIDER

The Service Provider mentioned below is the company A MERENDELLA, a simplified joint-stock company with a capital of 7,622.45 euros, registered in the BASTIA Trade and Companies Register under number 412 664 864, with registered office at Maison Pasquini, 20230 SAN NICOLAO, and with intra-community VAT number: FR94412664864, which operates the MERENDELLA campsite at Moriani Plage, 20230 SAN NICOLAO.

His contact details are as follows:

- Telephone number: 33 (0) 495 385 347- Adresse mail : contact@merendella.com

- Website: www.merendella.com

ARTICLE 2 - SCOPE OF THE GENERAL BOOKING CONDITIONS

1. - Purpose of the General Booking Conditions

The purpose of these General Booking Conditions is to specify the terms and conditions for the provision of the pitch identified in the Pitch Contract.

Together with the Site Contract and the Rules of Procedure, they constitute the entire which the Customer undertakes to respect.

These General Booking Conditions are systematically communicated to all Clients and take precedence, where applicable, over any other document. They are also available on the Manager's website at the following address: www.merendella.com, and at the campsite reception.

2. - Modification of the General Booking Conditions

The Service Provider reserves the right to amend these General Booking Conditions at any time and without prior notice. The version applicable to the Client will be the one in force on the date of the booking.

Article 3 - DURATION OF THE LOCATION

The Site Contract is concluded for a fixed period of time, as indicated in the insert.

"Customer Information Sheet" in the Site Contract.

The pitch will be available from 5 p.m. on the day of the customer's arrival.

Once reception is closed (opening times are posted on site), an envelope with the name of the Customer and the number of the pitch allocated to the Customer will be placed on the table in front of reception. Inside the envelope will be a map of the campsite to guide the Customer and the code for entering the campsite. The formalities must be completed at the campsite reception the following morning.

All guests must vacate the premises by 12 noon on the day of departure.

If the Client does not depart on the agreed date and time for the originally booked stay, the stay will be automatically cancelled. The Client shall be required to pay a daily fee corresponding to the rates charged by the Service Provider for the corresponding pitch type, calculated according to the number of days of delay. Furthermore, in this situation, the Service Provider reserves the right to take any legal action against the Hirer that it deems necessary to re-establish its rights.

ARTICLE 4 - PRIZE

The rental price corresponds to the price indicated on our website.

Prices are inclusive of all taxes, i.e. VAT, tourist tax and eco-participation, and are determined according to the category of pitch allocated to the tenant, the number of occupants, the supplements and/or options chosen (bookable online or on site, subject to availability), the date and duration of the stay.

The Service Provider's current prices are published on its website at the following address: www.merendella.com, and are also displayed at the campsite reception.

The basic rate includes two persons; a supplement is charged for each additional person. Supplement rates are displayed on the camp site notice board and published on the provider's website.

The Management declines all responsibility in the event that adverse weather conditions lead to the cancellation of certain services or events. Under no circumstances will these adverse weather conditions give rise to reductions or refunds, either total or partial.

As we regularly offer last-minute promotions in limited quantities, we cannot be held responsible for the price difference between the date of booking and the date of the customer's arrival.

1. Payment on account

The allocation of a pitch is only effective after written confirmation by the Manager, by e-mail or post, upon receipt of a deposit equal to 30% of the total cost of the stay.

2. Payment of the balance of the reservation

The balance of the booking price must be paid in full 30 days before the customer's arrival. Client.

In the event of non-payment of the balance of the price by the aforementioned deadline, the Pitch Contract shall be automatically terminated. In this case, the booking shall be cancelled; however, the deposit and the booking fee shall be retained by the Provider.

Articolo 5 - PAGAMENTO - MEZZI DI PAGAMENTO

1. Payment Methods

The Service Provider accepts the following payment methods:

- Payment by credit card: CB, Visa, MasterCard;
- Payment in 3 instalments without FLOA fees;
- Payment by bank transfer;
- Good holidays.

We accept payment by cheque (excluding holiday vouchers) or any other method not listed above.

Excluded.

Only holiday vouchers are accepted, which must be made out to the reservation. for payment of the balance of the price and under no circumstances for payment of the down payment.

VACAF customers must pay the deposit at the time of booking. reservation.

2. Security Deposit

The security deposit corresponds to a sum deposited by means of a pre-authorised bank transfer from the Customer to the Service Provider, to be made via the SWIKLY platform, in order to guarantee the perfect fulfilment of its obligations under the Site Agreement.

The Client must ensure that he/she has sufficient funds to be able to make the preauthorisation. In the absence of pre-authorisation, no site will be issued and any sums already paid may be retained by the Service Provider, with no possibility of reimbursement.

The security deposit is 50 € for Privilege pitches and 20 € for Privilege pitches. for other pitches. Cheques are not accepted.

In the event that the Client owes the Supplier sums due under the Pitch Agreement, the Hirer expressly authorises the Supplier to deduct the sums due from the security deposit, providing proof of the amount.

In the absence of any sums owed by the tenant to the supplier, the security deposit shall be returned to the tenant within a maximum of 72 hours after the end of the rental period, if applicable in the form of cancellation of the bank pre-authorisation granted.

If the amount of the sums due to the Owner exceeds the amount of the security deposit, the Owner may demand additional payment from the Charterer by any means.

<u>ARTICLE 6 - CONDITIONS OF CANCELLATION AND NO RIGHT OF WITHDRAWAL</u>

In accordance with Article L.221-28, 12°, of the French Consumer Code, relating in particular to the provision of accommodation services on a specific date or for a specific period, the Customer is informed that he/she has no right of withdrawal.

The customer may cancel the reservation by sending a request by registered mail with acknowledgement of receipt; the date of receipt of the registered letter shall be decisive.

All cancellation requests must be sent by registe r e d mail to the following address Next: CAMPSITE IN MERENDELLA, Moriani Plage, 20230 SAN NICOLAO.

In the event of a regular cancellation request received more than 3 months before the start of the stay, the deposit will be returned to the Client and the booking fees will be retained by the Provider. In the case of a regular cancellation request received less than 3 months before the start of the stay, the deposit and booking fees will be retained by the Provider. In the case of a cancellation request received 30 days or less before the start of the holiday, the Provider shall retain the deposit and booking fees and the balance of the holiday shall be due in full.

If a booking is cancelled by the customer within the above-mentioned time and conditions, a cancellation fee will be charged.

confirmation of the cancellation will be sent to the Customer by e-mail.

The customer is strongly advised to take out 'cancellation insurance'. For information purposes, the Manager offers AXELLIANCE insurance, a product available on online booking or on request (conditions and price list on the Manager's website).

Any delay not notified on the day of the customer's arrival will automatically cancel the reservation.

and will result in the loss of the deposit and booking fee as well as the rented pitch.

ARTICLE 7 - AMENDMENT OR POSTPONEMENT OF HOLIDAYS

Any stay interrupted or shortened (late arrival, early departure, etc.) through the fault of the Client will not be refunded.

will not be reimbursed.

Any postponement or modification (change of classification, etc.) of a stay is subject to prior acceptance by the Service Provider. Any request to modify and/or postpone a stay must be sent by registered post to the following address: Camping Merendella, Moriani Plage, 20230 SAN NICOLAO. In the event of acceptance of the postponement/modification, a surcharge of 10% will be applied to the new price, specifying that the recalculated price will take into account the prices applicable on the date of the Customer's initial reservation and not on the date of the request for modification and/or postponement of the stay. A maximum of two postponement and/or modification requests are authorised per Client. All expenses incurred for the request for modification and/or postponement shall be borne by the Client.

It is not possible to carry over a stay to the following year, except with the written agreement of the Management.

campsite Merendella.

Under no circumstances may a carry-over to the following year be modified, postponed or carried forward.

cancelled, in which case the deposit and the cost of the reservation will be retained by the Service Provider.

ARTICLE 8 - INSTALLATION AND RESIDENCE

Upon arrival, the Client shall present a valid identity document and the booking confirmation message (e-mail or letter). The Manager reserves the right to refuse to rent a pitch if one of the above-mentioned documents is not presented.

The pitch is assigned to the Customer for information purposes only and can be changed at

any time (subject to availability) while retaining the initial pitch category, with no impact on the current price. The Customer may choose his/her own pitch by selecting the 'pitch choice' option available at the current price.

On arrival, each customer will receive a bracelet to keep for the duration of their stay. In order to enter, leave and circulate freely within the campsite, customers must provide their vehicle number plate on arrival. Motorbike guests will receive a badge to open the campsite gate. A deposit of 20 euros will be retained by credit card.

For all mountain pitches. Every item placed on the rented pitch must be declared at the campsite reception (extension or tent for caravans or motorhomes, pergola, ground mat, etc.). The tent or caravan or its equipment must be set up on the pitch indicated, in accordance with the instructions provided by the organiser or its representative.

Groups of 2 to 10 persons may rent several pitches, up to a maximum of 3, provided that a request is made by e-mail before booking at contact@merendella.com, and that each group includes at least 2 adults and 1 child with a tent, a vehicle and electricity on one pitch. If this is not possible, and if the configuration allows it, the groups shall meet on the same pitch. In this case, the Manager shall authorise the positioning of vehicles in a car park reserved for this purpose. The charge shall remain unchanged if the pitch can accommodate a maximum of 6 persons. From 7 persons onwards, a different rate shall apply, the rates of which are displayed at reception. Groups are accepted outside the months of July and August.

To facilitate access to their own pitch, all customers must leave a passage between their own pitch and that of their neighbour. Customers must not hang out their clothes using trees, vegetation or vehicles.

For pitches by the sea. Tents, campers and caravans must be positioned perpendicular to the sea, along one of the two sides opposite the access road. Guests must not hang out their laundry using trees, vegetation or vehicles. Shared dryers are available to guests in the laundry room. Tokens are on sale at reception at a price of $3 \in$, discounted to $2 \in$. A clothesline hire service is available at a cost of $1 \in$ /day, to be returned to reception on the day of departure.

For special pitches in the mountains and by the sea. These pitches are equipped with a wooden table for 6 persons, a good quality pergola with foundations and a 50L to 200L refrigerator depending on the size of the pitch assigned. An inventory of the equipment will be made after your departure. You must leave the site as you found it and leave the refrigerator clean with the refrigerator door closed. Privilege pitches by the sea are subject to the same rules as pitches by the sea.

The maximum capacity is 6 persons per pitch, regardless of type. position.

<u>Articolo 9 - OBBLIGHI DEL FORNITORE DI SERVIZI</u>

The Service Provider undertakes to make the site available to the Customer for the period agreed between the Parties, as set out in the Site Agreement, and to ensure that the Customer uses the site in a peaceful manner.

The Service Provider declines all liability in the event of theft, fire, bad weather, and in the event of

incidents for which the Customer is liable.

Article 10 - CUSTOMER'S OBLIGATIONS

1. General obligations of the customer

The customer has a general obligation to maintain the rented pitch.

Customers are urged to be conscientious and to clean the site properly. (rubbish collection, removal of drying racks, etc.).

The Customer shall use the site in accordance with its intended use.

Customers responsible for serious disruption, damage or disrespect towards the campsite, its occupants (staff, holidaymakers) and its facilities will be evicted immediately, without the possibility of reimbursement of sums already paid, which shall remain the property of the Service Provider.

2. Assignment, subletting

The tenant undertakes to personally occupy the rented pitch. The number of occupants shall be indicated at the time of booking and specified in the Pitch Contract.

If, on arrival or during the stay, the number of occupants exceeds the number specified in the pitch contract, the Manager reserves the right to refuse the additional occupants or to charge an additional fee based on the applicable rate.

Subletting, transfer or making available, free of charge or against payment, to third parties is prohibited.

third parties is prohibited, except with the express written consent of the Service Provider.

The use of a leased property by unauthorised third parties constitutes a breach of the Lease Agreement.

reservation and the Customer shall be liable for all consequences thereof.

3. The Customer undertakes to return the pitch in the same condition in which he found it.

at the beginning of the stay.

The Customer shall refrain from making any changes to the rented site, including but not limited to planting, grubbing, graveling, etc., without the prior written consent of the Manager.

4. The c u stomer undertakes to leave the pitch at the agreed d ate and time. as indicated in Article 2 of this document.

5. Electric vehicles.

Electric charging points are available in the car park and in the centre of the campsite for guests with electric vehicles. For safety reasons and to avoid any risk of overcharging, it is strictly forbidden to charge the electric vehicle directly on the electrical system of the accommodation and/or pitch.

Article 11 - MAJOR FORCE

The performance of the obligations in cumbent on e ach party under the Contract. may be suspended in the event of force majeure.

A case of force majeure is defined as any event beyond the control of one of the Parties, which could not have been reasonably foreseen at the time of the conclusion of the Site Agreement and the effects of which cannot be avoided by appropriate measures, and which prevents the fulfilment of one of the Parties' obligations within the meaning of Article 1218 of the French

Civil Code and current case law.

The party invoking force majeure must inform the other party without delay by any written means of the duration and foreseeable consequences of the event constituting force majeure. The parties shall then meet to assess the consequences of the situation and try to find an acceptable solution to enable performance of the Site Agreement. The performance of obligations shall resume its normal course as soon as the force majeure event has ceased.

The Service Provider shall not be liable in the event of an inability to provide the Service. availability of a pitch due to force majeure.

Articolo 12 - PROTEZIONE DEI DATI PERSONALI

The Service Provider informs the Customer that it collects and processes the Customer's personal data. The processing of personal data, for which the Service Provider is responsible, is used to administer the Site Contract.

Access to personal data shall be strictly limited to employees of the Service Provider who are authorised to process such data by virtue of their functions, without the Service Provider having to obtain the Client's prior consent. The information collected may be disclosed to third parties linked to the company by contract for the performance of sub-processed tasks, without the Client's consent being required.

As part of the performance of their services, third parties have limited access to the data and are obliged to use them in accordance with the provisions of applicable data protection legislation. Outside of the cases mentioned above, the Service Provider will not sell, rent, transfer or give third parties access to the data without the Customer's prior consent, unless it is obliged to do so for a legitimate reason.

The Hirer has a permanent right of access to modify, rectify and delete data concerning him (Article 34 of the aforementioned French Data Protection Act), and may also object to the processing or transmission of his personal data by sending an e-mail to the Service Provider at the following address: contact@merendella.com.

The Service Provider undertakes not to pass on the Customer's personal data to third parties, unless the Customer has expressly agreed otherwise.

Article 13 - APPLICABLE LAW, RECOURSE TO THE CONSUMER BROKER AND COMPETENT JURISDICTIONS

The Site Contract is governed by French law. The language of the Site Contract is French.

In the event of a dispute, and in the absence of an amicable agreement or a reply from the service provider, the client has the right to free recourse to a consumer ombudsman.

The Consumer Ombudsman thus proposed is the CM2C. It can be contacted via its website: https://cm2c.net/, or by post: CM2C, Centre de médiation, 14 rue Saint Jean, 75017 PARIS. The CM2C's telephone number is: 33 1 89 47 00 14.

Any dispute or disagreement of any nature whatsoever relating to these terms and conditions, which has not been settled amicably or through the mediator, shall be referred to the competent territorial courts in accordance with common law.