



**Camping de l'Espiguette**  
**SPL LE GRAU DU ROI DEVELOPPEMENT**  
SAàconseil d'administration  
Siège social : 1428 route des Ganivelles  
30240 LE GRAU- DU-ROI  
RCS NIMES 381 550 219

**GENERAL TERMS OF SERVICE IN EFFECT AS OF  
1ER NOVEMBRE 2025**

## **1. SCOPE OF APPLICATION**

These General Terms and Conditions of Service are intended to govern the terms and conditions for the letting of accommodation or bare pitches by SPL LE GRAU DU ROI DEVELOPPEMENT (hereinafter referred to as the 'Service Provider') to its private Customers, and in particular to define the rights and obligations of the Parties and the conditions under which the Service Provider provides the Services to Customers who request them, the Services.

These General Terms and Conditions of Service apply, without restriction or reservation, to all services provided by the Service Provider to Customers.

These General Terms and Conditions of Service shall apply to the exclusion of all other terms and conditions and shall, where applicable, take precedence over any other version or any other conflicting document.

They do not apply to the letting of pitches intended for recreational mobile homes (mobile homes), which are covered by a 'leisure' contract, nor to long-term flat-rate pitch letting contracts.

Any booking made by the Customer implies acceptance of these General Terms and Conditions of Service, which are available to view and download on the Service Provider's website at [www.campingspiguette.fr](http://www.campingspiguette.fr).

For online bookings, this acceptance is demonstrated by ticking the box provided for this purpose before proceeding with the online booking process.

When making a booking via another channel (by telephone, email, in person, etc.), the Customer acknowledges that they have accepted the General Terms and Conditions of Service by ticking the box provided for this purpose on the information form sent to them, provided that these terms and conditions are freely accessible and downloadable via the Service Provider's website.

## **2. DEFINITIONS**

The terms and expressions used in these General Terms and Conditions of Service have the following meanings:

'Campsite': A tourist establishment operated by SPL LE GRAU DU ROI DEVELOPPEMENT.

'Customer': An individual making a booking on their own behalf.

'General Terms and Conditions of Service': The General Terms and Conditions of Service of SPL LE GRAU DU ROI DEVELOPPEMENT relating to the Espiguette Campsite.

'Accommodation(s)': All rental accommodation (tents, caravans, mobile homes and lightweight recreational dwellings) offered by SPL LE GRAU DU ROI DEVELOPPEMENT.

'Party(ies)': SPL LE GRAU DU ROI DEVELOPPEMENT and/or the Customer.

'Service Provider': SPL LE GRAU DU ROI DEVELOPPEMENT, as referred to above

'Service(s)': Seasonal rental of accommodation or a bare "tourist" pitch offered by SPL LE GRAU DU ROI DEVELOPPEMENT.

'Website': The website <http://www.campingspiguette.fr>

'Booking': An order placed by the Customer with SPL LE GRAU DU ROI DEVELOPPEMENT.

'Visitor': Any person not included amongst the occupants named in the booking who comes to visit the Customer at the campsite.

Any reference to the singular includes the plural, and vice versa. Any reference to one gender includes the other gender.

## **3. BOOKINGS**

There are three (3) ways to book a holiday:

- By telephone on 04 66 51 43 92;
- Online at the following address: <http://www.campingspiguette.fr>;
- In person.

Booking a stay (by telephone or online) is done as follows:

- The Customer contacts the Service Provider by telephone or via the booking form on the website; The Customer provides all the information required for the booking (dates of stay, length of stay, number of guests and type of accommodation or pitch) either at the campsite reception, in the case of a telephone booking, or by completing the compulsory fields on the booking form on the Service Provider's website, in the case of an online booking.
- The Customer shall also indicate whether they wish to take out cancellation insurance and book any other options offered by the Service Provider. The Customer shall receive by email a document setting out all the details, or shall be able to access a summary, relating to the dates of the stay, the services selected and the price, enabling them to check their booking and report any errors.
- The Customer confirms their booking or expressly accepts the booking by returning the completed booking form, having read and accepted the Service Provider's General Terms and Conditions.
- The Customer chooses their payment method and proceeds to pay for the booking in accordance with the terms and conditions set by the Service Provider.

The Service Provider reserves the right to cancel or refuse any booking made by a Customer on legitimate grounds.

All bookings are made in the Customer's name and may not, under any circumstances, be transferred.

As bookings are final and irrevocable, any request for a change made by the Customer is subject to the Service Provider's approval.

## **4. PRIX DES SERVICES**

### **4.1 Tarifs**

Prices are quoted in euros and include the value added tax applicable in France on the date of booking.

Any change in the applicable VAT rate will be automatically reflected in the prices quoted.

The prices for accommodation or pitches, options, additional services and charges are set at the Service Provider's discretion. They may vary for similar services, depending on the dates of the stay or the dates on which the Customer makes their booking.

Discounts, rebates or special offers may be granted at the time of booking.

The price is communicated to the Customer at the time of booking, subject to confirmation of the service's availability. Any rate set prior to the booking and any price changes made after the booking (for example, during a promotional campaign) shall have no effect on the rate for the booked stay.

An invoice is issued by the Service Provider and provided to the Customer no later than

their arrival at the campsite, in digital or paper format upon request.

### **4.2 Payment terms**

Payment for the stay is due as follows:

- A deposit of 25% of the total cost of the stay is payable at the time of booking. Upon receipt of the deposit, the Service Provider will send a booking confirmation.
- The balance is payable thirty (30) days before the start of the stay. Failure to do so will entitle the Service Provider to cancel the stay.

For bookings made less than thirty (30) days before the start of the stay, the full amount due must be paid at the time of booking.

Depending on the booking method chosen, the following payment methods are accepted:

- Credit card;
- Bank transfer;
- Bank cheque;
- Holiday vouchers;
- Cash (on site).

A payment made by credit card is irrevocable. The possibility of cancelling or disputing such a payment is therefore strictly regulated by law. It is limited to three circumstances, apart from the Customer's bankruptcy, namely the loss, theft or fraudulent use of the card or the data relating to its use.

In the case of payment by bank cheque, the cheque must be issued by a bank domiciled in mainland France or Monaco. The cheque will be cashed upon receipt. Payment by bank cheque is accepted provided it is received more than forty-five (45) days before the start of the stay.

Payment by cheque is not accepted on site.

### **4.3 LATE PAYMENT**

Any sum due which is not paid by its exact due date shall bear interest at the base rate of statutory interest, plus 10 percentage points, without any formalities or prior notice, and shall result in the immediate callability of all sums owed by the Client, without prejudice to any other action which the Service Provider may be entitled to bring against the Client.

In addition to late payment penalties, any sum not paid by its due date shall automatically give rise to the payment of a fixed compensation of 40 euros in respect of recovery costs.

Furthermore, the Service Provider reserves the right, in the event of non-compliance with the terms of payment, to suspend or cancel the performance of its obligations.

## **5. TOURIST TAX**

The tourist tax, collected on behalf of the local council and the county council, is not included in the rates.

The amount is calculated per person per night.

It is payable when settling the balance for your stay and is shown separately on the invoice.

## **6. HOLIDAYS**

### **6.1 Arrival and departure**

The arrival times are as follows:

- Accommodation (Lodges and Coco Sweet) can be occupied from 4 pm on the day of arrival and must be vacated by 10 am on the day of departure.
- Camping pitches can be occupied from 1 pm on the day of arrival and must be vacated by 12 noon on the day of departure.

The Service Provider shall not issue any refund or compensation in the event of arrival or departure outside the times and days originally agreed.

In the event of a no-show at the Campsite on the scheduled arrival day, and in the absence of a written notice sent to the Service Provider by the Customer or a response to the Service Provider's enquiries within a maximum of 24 hours, the Service Provider reserves the right to re-let the accommodation or pitch.

Upon arrival at their accommodation or pitch, it is the Customer's responsibility to carry out an inspection (inventory of equipment, condition of equipment and cleanliness) of the accommodation. They must report any issues in writing to the campsite reception no later than 24 hours after their arrival. No claims will be considered after this deadline.

If the Customer fails to submit the check-in inventory, they will be deemed to have taken possession of the Accommodation in a good general condition and state of cleanliness.

On the Customer's departure, the accommodation and pitches must be left in the same state of cleanliness as on arrival. Failing this, the Customer shall be required to pay a fixed sum ranging from 55 euros to 105 euros, depending on the size of the accommodation, to cover cleaning costs. Any damage to the accommodation or its fixtures and fittings shall result in immediate repairs at the Customer's expense.

### **6.2 Occupants**

Accommodation and pitches are designed for a specific number of occupants and must not, under any circumstances, be occupied by more than that number of people.

### **6.3 Visitors**

Visitors must report to the campsite reception.

Visitors are not permitted to remain in the accommodation or on the pitch outside the visiting hours set out in the campsite's rules and regulations.

Visitors do not have access to the campsite's facilities and amenities, such as the water park and the fitness centre.

Visitors permitted on the campsite undertake to comply with the campsite's rules and regulations and remain the responsibility of the guest hosting them. The Service Provider reserves the right to refuse entry to visitors if it considers that the campsite has reached full capacity.

## **6.4 Animaux**

Only dogs and cats are permitted, under the responsibility of their owners, and subject to an additional charge applicable exclusively to dogs.

Dogs classified as Category 1 and Category 2 are prohibited on the campsite. Other dogs are permitted provided they have an up-to-date vaccination certificate and must be kept on a lead within the campsite grounds.

The Provider reserves the right to refuse access to accommodation or a pitch depending on the type of animal and if the Customer fails to comply with the above conditions.

Furthermore, a maximum number of dogs and cats is permitted, depending on the type of accommodation, as follows:

- A maximum of two (2) dogs/cats are permitted per lodge;
- A maximum of six (6) dogs/cats are permitted per camping pitch, with the exception of the 'Zen' area, where only two (2) dogs/cats are permitted.

For any stay in a lodge with two (2) or more dogs, the Guest must take out the end-of-stay cleaning option.

In addition, the security deposit will be increased for any stay in a lodge with a dog (€350 to €420 depending on the lodge category).

## **6.5 Rules of Procedure**

The Customer undertakes to familiarise themselves with the campsite's rules and regulations upon arrival. They acknowledge that these rules govern their stay, in addition to these General Terms and Conditions.

During their stay, the Customer undertakes to comply with, and to ensure that any persons staying with them and/or their Visitors comply with, all the provisions of the campsite's house rules. In the event of a breach of the house rules, the Service Provider reserves the right to cut short the Customer's stay, without the Customer being entitled to claim a refund or compensation.

## **6.6 Espace aqualudique – Salle Fitness**

The Customer undertakes to comply with, and to ensure that the occupants of the accommodation or pitch also comply with, the rules and regulations governing the campsite's water park and fitness centre.

## **6.7 Third-party liability insurance**

The Customer must ensure that they have third-party liability insurance to cover any damage they may cause during their stay.

The Service Provider may ask the Customer to provide proof of insurance before the start of the stay.

## **7. SECURITY DEPOSIT**

For accommodation bookings, a security deposit of between 250 and 320 euros (depending on the type of accommodation) will be required from the Customer on arrival at the campsite. This security deposit will be increased for stays with a dog.

No security deposit is required for pitch-only bookings.

The security deposit will be returned to the Customer on departure or forfeited by the Provider following the Provider's inspection of the premises. The Service Provider will carry out the inventory and ensure that the accommodation has not suffered any damage or deterioration. In the event of obvious damage or if the accommodation is not left clean, the Service Provider may withhold all or part of the security deposit. No dispute shall be accepted from the Customer in the event of departure without a property inspection, if the Customer has not provided the Service Provider with the check-in inventory form, or if they have left the Campsite without carrying out a check-out inspection verified by the Service Provider. The Service Provider shall then be the sole judge of the general condition and cleanliness of the Accommodation.

## **8. LIABILITY – WARRANTIES**

The Service Provider undertakes to carry out the Services ordered in accordance with best practice and to the best of its ability. This obligation is, by express agreement, purely an obligation of means.

To this end, the Service Provider shall mobilise the resources necessary to carry out the work.

In the event that the Service Provider is unable to perform some or all of the services ordered, for any reason other than force majeure or the Client's fault, its liability shall be strictly limited to the reimbursement of the sums paid by the Client corresponding to the services not performed.

The Service Provider shall only be held liable in the event of proven fault or negligence, and such liability shall be limited to direct losses, to the exclusion of any indirect losses of any kind whatsoever.

The Service Provider shall not be held liable in the event of any interruption or suspension of access to the Campsite's facilities, such as the water park or the fitness centre.

## **9. INTELLECTUAL PROPERTY**

All documents, information and, more generally, all intellectual property relating to the service provided by the Service Provider shall remain the property of the Service Provider and may not be used by the Client, who hereby undertakes not to reproduce, exploit or disclose them to any third party without the Service Provider's express prior written authorisation.

## **10. UNFORESEEN CIRCUMSTANCES**

In the event of unforeseeable changes in circumstances at the time of the conclusion of this contract, in accordance with the provisions of Article 1195 of the Civil Code, the Party which has not agreed to bear the risk of onerous performance may request that the other Party renegotiate the contract.

## **11. AMENDMENT**

### **11.1 Amendment requested by the Client**

Any request to amend a Booking must be made by telephone on 04.66.51.43.92 or by email to the following address: [serviceclient@campingspiguette.fr](mailto:serviceclient@campingspiguette.fr).

Any request to amend a Booking will be considered by the Service Provider, who reserves the right to accept or refuse the request.

Should the Service Provider refuse the request to amend the Booking, the Customer must either proceed with their stay under the original terms or cancel it.

Should the request to amend the Booking be accepted, the following provisions apply:

- If the request for a change is made thirty (30) days or more than thirty (30) days before the start of the stay, no change fee will be charged to the Customer.
- If the request for a change is made less than thirty (30) days before the start of the stay, a change fee of 15 euros will apply.

Any request for a change made ten (10) days or fewer than ten (days) before the start of the holiday will be rejected.

Any request for a change will result in the price of the holiday being recalculated in accordance with the rates in force on the date of the change, and:

- If the new price of the holiday is higher than the amount of the Booking, the Customer is required to pay the difference between the new price of the holiday and the sums already paid.
- If the new price of the holiday is lower than the amount of the Booking and all sums due by the Customer have been paid, the Customer shall be refunded the difference between the sums paid and the new price of the holiday. However, if there are still sums due from the Customer, these shall be adjusted so that the Customer pays only the difference between the sums paid and the new price of the holiday.

In the event of any changes to the stay, the Customer will not be eligible for any discounts, reductions or special offers introduced after their initial booking.

### **11.2 Amendment made by the Service Provider**

The Service Provider may need to amend the holiday before it begins. In such cases, the Service Provider will use its best endeavours to inform the Customer as soon as possible of the amendment(s), any impact on the price of the holiday, and the deadline for responding to the proposed amendment.

Should the Customer refuse the change proposed by the Service Provider, the latter shall refund in full any sums already paid by the Customer. The Customer shall not be entitled to any additional compensation.

Should the Customer accept the change proposed by the Service Provider:

- If the change results in a reduction in the price of the holiday, the difference in price will be refunded to the Customer.
- If the change results in an increase in the price of the holiday, the Service Provider may cover part of the difference in price.

If the Customer fails to reply within the specified time limit, the Service Provider will automatically cancel the stay.

## **12. INTERRUPTION**

Should the Customer cut short their stay, they shall not be entitled to any refund or compensation from the Service Provider.

## **13. ANNULATION**

### **13.1 Cancellation by the Customer**

Any request to cancel a booking must be made by telephone on 04.66.51.43.92 or by email to the following address: [serviceclient@campingspiguette.fr](mailto:serviceclient@campingspiguette.fr).

If the cancellation is received:

- less than fifteen (15) days before the start of the stay or after the start date of the stay, the Service Provider shall retain the full amount of the stay;
- between fifteen (15) and thirty (30) days before the start of the stay, the Service Provider shall retain 50% of the amount of the stay;
- thirty (30) days or more before the start of the stay, the Service Provider will retain the full amount of the deposit paid by the Customer.

If the Customer pays the tourist tax, it will be refunded in full.

### **13.2 Cancellation by the Service Provider**

The Service Provider may be required to cancel the Customer's Booking for any reason whatsoever. In such cases, the Service Provider shall refund the full amount paid by the Customer, and the Customer shall not be entitled to claim any further compensation.

### **13.3 Cancellation due to exceptional circumstances**

The holiday may be cancelled prior to commencement in the event of exceptional and unavoidable circumstances arising at the destination or in its immediate vicinity which have a significant impact on the performance of the contract. In such cases, the Service Provider shall refund the full amount paid by the Customer, who shall not be entitled to claim any additional compensation.

## **14. COMPREHENSIVE INSURANCE**

The Service Provider offers 'Campez couvert' insurance, provided by GRITCHEN, which covers cancellations and interruptions to stays. This insurance is available for all Bookings.

This insurance is taken out at the time of booking and allows the Customer to be reimbursed in full for any sums paid in the event of cancellation, and, in the event of interruption, for the cost of the unused portion of the stay.

The general terms and conditions of the insurance and the events covered by it are set out in the general terms and conditions of the cancellation insurance available at [www.campezcouvert.com](http://www.campezcouvert.com).

## **15. INVALIDITY OF A CLAUSE IN THE CONTRACT**

If any provision of this contract were to be declared invalid, such invalidity shall not affect the validity of the other provisions of the contract, which shall remain in force between the Parties.

## **16. AMENDMENT TO THE CONTRACT**

The Service Provider reserves the right to amend these General Terms and Conditions of Service at any time, provided that the Client is notified accordingly.

Such amendments shall apply to the current Contract provided that the Client, having been duly notified, has not expressed their objection within fifteen (15) days.

## **17. TRANSFER OF THE CONTRACT**

The Service Provider is free to assign the Contract to any natural or legal person of its choice, provided that it informs the Client thereof.

## **18. INDEPENDENCE OF THE PARTIES**

Neither Party may enter into any commitment in the name and/or on behalf of the other Party.

### **19. Neither Party may enter into any commitment in the name and/or on behalf of the other Party.**

#### **19.1 Utilisation**

The personal data collected by the Service Provider concerning the Customer is used for the following purposes:

- Customer acquisition;
- Managing relationships with customers and prospects;
- organising, registering participants for, and sending out invitations to the Service Provider's events;
- Processing, executing, managing and following up on customer enquiries and files;
- Compliance with legal and regulatory obligations.

#### **19.2 Durée**

Personal data processed by the Service Provider will be deleted no later than five (5) years after the Service Provider has completed the service.

#### **19.3 Transfer of personal data**

The Service Provider undertakes not to share or transfer the Client's personal data to any third party. The Service Provider may, however, provide the Client's personal data at the request of a judicial or administrative authority or as required by law.

#### **19.4 Exercising the Customer's rights in relation to their personal data**

The customer has an individual right to access, object to, rectify and erase personal data relating to them. They may exercise this right by sending a written request by post to the service provider's address given at the top of this document or via the following email address: reception@campingespiguette.fr. This request must include a description of the data in question, as well as a statement of the specific request (access to the data in question, objection to its processing, or rectification or erasure of such data), and must be accompanied by a copy of the customer's identity document.

The service provider undertakes to comply with Articles 13 and 15 of Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (known as the 'GDPR'). Articles 13 and 15 stipulate that the controller responsible for processing the data collected must provide the following information at the time the data is collected: the identity and contact details of the controller, the purposes for which the personal data are to be processed, and the legal basis for such processing, the recipients or categories of recipients of the personal data

Consequently, the fourteen (14)-day withdrawal period does not apply to bookings for accommodation or pitches.

#### **20. NO WAIVER**

The fact that the Service Provider does not rely on a commitment by the other Party to any of the provisions herein shall not be construed in future as a waiver of the provision in question.

#### **21. NOTIFICATION**

Any notices required to be given under this contract shall be deemed to have been given if sent by registered post with acknowledgement of receipt to the following addresses:

- For the Service Provider: its registered office as stated in the General Terms and Conditions of Service.
- For the Customer: their postal address as provided at the time of their Booking

#### **22. DISPUTES – MEDIATION**

Any dispute relating to the conclusion, interpretation, performance and/or termination of the Contract shall be submitted to the competent courts of the place where the Service Provider has its registered office.

The Customer is informed of the option available to them under Articles L. 612-1 et seq. of the Consumer Code to resort to contractual mediation. However, a matter may only be referred to the mediator after a prior attempt has been made to resolve the dispute directly with the Service Provider by means of a written complaint.

Any request for mediation must be addressed to the Centre de la Médiation de la Consommation des Conciliateurs de Justice (CM2C). Postal address: 49 rue de Ponthieu – 75008 PARIS. Email address: cm2c@cm2c.net. Website: www.cm2c.net.

#### **23. APPLICABLE LAW**

Quels que soient la nationalité du Client et le lieu de son domicile, le Contrat conclu avec le Prestataire sera régi par la loi française.

Les présentes Conditions générales de services sont rédigées en langue française. Dans le cas où elles seraient traduites en une ou plusieurs langues, seul le texte français ferait foi en cas de litige.

#### **24. WITHDRAWAL**

The Service Provider hereby informs the Customer that, in accordance with Article L.221-28 of the current Consumer Code: 'The right of withdrawal may not be exercised in respect of contracts: [...] 12° For the provision of accommodation services, other than residential accommodation, goods transport services, car hire, catering or leisure activities which must be provided on a specific date or during a specific period'.