

GENERAL TERMS AND CONDITIONS OF USE

ONLINE BANK CARD PRE-REGISTRATION SERVICE

Update: 10 November 2022

Preamble

1. FRERY, leader in ecotourism, operates campsites in France.
2. FRERY offers to customers who have booked a stay (hereinafter the "Customers") the establishment of a service (hereinafter the "Service") to register online a deposit before arriving at his place of stay or on site if necessary.
3. The service is free of charge and is compulsory prior to arrival if the Customer has booked rental accommodation or an ancillary rental; it will be requested on site from all Customers wishing to benefit from services requiring a deposit.
4. The Customer who subscribes to the Service (hereinafter referred to as the User) declares that he/she has full legal capacity to enter into commitments under these general conditions of use.
5. The User declares that he/she has obtained all the information required for informed consent.
6. Any subscription to the Service implies prior consultation and full and unreserved acceptance of subject to these general terms and conditions of use.
7. Users have the option of saving and editing these general conditions of use using the standard functions of their browser or computer.
8. All the information accessible on the Site is available in the following languages: French, English, German, Spanish, Italian and Dutch.

Service Provider

FRERY SASU, with a capital of 300 000,00 euros, registered at the RCS of CHATEAUROUX under the number 497 576 991 and whose head office is located 26 Rue SCHWOB, 36000 Châteauroux France and whose intracommunity VAT number is the following: FR22497576991 (hereinafter "FRERY") acting in the name and on behalf of the various FRERY campsites.

Conditions of use of the Service by the User

1. To use the Service, the Company escorts the User to a secure website (hereinafter the "Site"), in order to make a bank imprint via a unique link sent to the User by email. The web page is fed by the Company, only upon request and order transmitted by FRERY.
2. The User uses their Internet browser to access the personalised registration web page, where their name is displayed, its holiday number, dates and place of stay have already been entered.
3. The User must provide a payment card that is valid after the end date of the stay. Only Mastercard, CB and Visa cards are accepted.

4. The entire bank imprint process is secure and protected by Ingenico using an SSL security certificate. Bank details are stored by Ingenico, the supplier of the fingerprint and direct debit technology. The User may at any time consult the privacy policy in force for the Ingenico service relating to the storage and security of his/her bank details by using the following link: www.ingenico.com/fr/politique-de-confidentialite.
5. The user declares to be informed of the use made by FRERY of his bank details and expressly consents to it.

Description of the Service made available to the User

Pre-registering online exempts the User from having to pay the security deposit for their rental accommodation when they arrive at the place of their stay, or for their hire of ancillary equipment (barbecue, fridge, baby kit, etc.) or bicycles on site during their stay.

This pre-registration also allows the User to benefit from payment at the end of their stay for a certain number of products or services purchased on site at their place of stay: grocery or shop purchases, restaurant or bar drinks, equipment or bike hire charges, activity bookings or ticket purchases.

Rental accommodation:

1. The User must inform a member of reception of any damage to or malfunction of the rental property as soon as he/she takes possession of the property. Failing this, the state of the accommodation will be considered to be in conformity with the User's wishes and accepted as such.
2. On departure, Users who have not subscribed to cleaning services must leave their rental property in the same state of cleanliness in which they found it. The rental property will be inspected after departure within a maximum of 8 days, unless the User expressly requests an appointment for an inventory of fixtures, which must be arranged with reception no later than the day before departure.
3. At the end of the stay, if the rented accommodation is not returned in a perfect state of cleanliness, FRERY can use the User's bank imprint in order to proceed to the payment of the increased cleaning costs (i.e. 90€) and this until 8 days after the departure of the User from the place of stay.
4. In case of damage, FRERY can use the User's bank imprint to reimburse the costs related to this damage up to 200€. If the damage exceeds this amount, FRERY reserves the right to recover the sums necessary to repair the damage suffered.
5. In case of loss of the keys of the accommodation, FRERY can use the bank imprint of the User in order to charge a €10 replacement key fee.
6. In the event of a charge being made for increased cleaning costs, key replacement costs or costs relating to damage caused by the Client to the rental accommodation, FRERY will issue a corresponding invoice.

For hire of ancillary equipment :

1. The User must report any damage to or malfunction of the rented equipment to a member of the reception staff as soon as he/she takes possession of the equipment at the place where he/she is staying. Failing this, the condition of the equipment is considered to be in conformity and accepted as such by the User.
2. On departure, the User must return the rented equipment in perfect condition. The state of the rented equipment will be checked after the User has left within a maximum of 8 days, unless the User expressly requests an appointment for an inventory of fixtures, which must be arranged at reception no later than the day before the User's departure.
3. At the end of the stay, in case of non-return or degradation of the rented material, FRERY can use the bank imprint in order to proceed to the deduction of the sum corresponding to the cost of repair or replacement of the rented material, within the limit of 90€ per rented material and this until 8 days after the departure of the place of stay of the User. If the damage exceeds this amount, FRERY reserves the right to recover the sums necessary to repair the damage suffered.
4. If charges are levied for non-return or damage to ancillary rentals (i.e. €90 per FRERY will issue a corresponding invoice.

Bicycle hire:

1. Bike hire is covered by a specific "bike hire" contract. Users wishing to hire a bike must comply with the terms and conditions of this contract. The cost of repairs in the event of damage is detailed in the appendix to the "bike hire contract" and depends on the type of bike (electric or not) and the number of bikes hired.
2. If the amount corresponding to the damage stipulated in the appendix to the "bike hire contract" is deducted, FRERY will issue a corresponding invoice.

Payment at the end of your stay:

1. The User is free to choose whether or not to use the end-of-stay payment option for purchases of products and services on site. If they do not wish to take advantage of this option, they simply pay for their purchases of products or services as they go along.
2. All expenses incurred by the User as part of the payment at the end of their stay will be the subject of an invoice to be paid at the latest when the User leaves the place where they are staying.
3. The User receives a daily summary of their expenditure by email as part of the payment at the end of their stay.
4. The e-mail sent summarises the purchases made or services booked, the date, the amount and the essential information relating to the purchase.

5. If the User disputes one or more of the operations allocated to him/her, the User shall must notify reception as soon as possible, who will take the necessary action.
6. The User can at any time pay the amount of his expenses directly to the FRERY campsite of his place of stay, by cash (within the regulatory limit), or credit card. The User can also settle the amount of his expenses at any time on www.night-and-day.fr in his customer account.
7. In case of non payment by the User of the totality or of a part of the expenses recorded during his stay within the framework of the payment at the end of the stay, the amount due can be taken by the campsite or village FRERY of his place of stay. The deduction is made within 8 days following the departure of the User.
8. In case of expiry, loss, theft, lack of funds on the means of payment provided by the User or technical incapacity preventing the withdrawal of funds, the User undertakes to settle his debt contracted with FRERY campsite by any means made available to the User by FRERY company. Failing this, FRERY reserves the right to take legal action against the User in order to recover all sums due.

Duration

1. These general conditions of use apply throughout the duration of online Services by FRERY on the Site and until new general conditions of use replace these.
2. FRERY reserves the right, without notice, to temporarily or permanently close access to the Site or access to the Service.

Revision of the General Terms and Conditions of Use

The present general conditions of use can be modified and/or completed at any time by FRERY. In this case, the new version of the general conditions of use is put online by FRERY. As soon as it is published on the internet, the new version of the general conditions of use is automatically applied.
for all Users.

The User remains in any case subject to the general sales conditions of FRERY. In the event of contradictions between the general conditions of sale and the present general conditions of use, the general conditions of sale take precedence.

Claims

Any complaint concerning the Service offered under these General Conditions of Use must be made to the FRERY campsite of the stay and must, under penalty of foreclosure, be brought to the attention of FRERY within eight days after the date of departure from the place of stay of the User.

Settlement of disputes

The User is informed by FRERY of the possibility of resorting, in case of dispute relating to these terms and conditions, to a conventional mediation procedure or any other alternative dispute resolution.

Competent court

These general terms and conditions are governed by French law, subject to any mandatory provisions from which the parties cannot derogate.

Liability

1. FRERY cannot be held responsible if, due to a malfunction of the technical reservation system, the Service is temporarily unavailable.
2. However, in the event of a technical system malfunction, Users are informed that they may contact the Customer Service department identified in the Customer Service section above.
3. FRERY cannot be held responsible for any disruptions or damage inherent to the Internet. Internet and presenting the characteristics of an event of force majeure.

Respect for privacy

1. FRERY is processing personal data for the purpose of managing and updating its website. monitoring commercial relations and bookings.
2. The information processed is intended for FRERY and FRERY campsites for the proper management of the Service.
3. Users have the right to access and rectify their personal data as well as a right of opposition. You may exercise these rights by writing to the following address: contact@frery.fr.
4. By validating his/her reservation, the User has already accepted the general terms and conditions of sale of the FRERY site which is the object of his/her reservation and that his/her data be transmitted to the campsite with which he/she has made his/her reservation.