



General booking conditions for Rentals

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ARTICLE 1 - DESIGNATION OF THE SERVICE PROVIDER

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

Its 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 Terms and Conditions of Reservation is to set out the terms and conditions for making available the mobile home (here in after referred to as the "rented property") identified in the Rental Contract.

Together with the Rental Contract and the House Rules, they form the contractual package that the Customer undertakes to respect.

These General Terms and Conditions of Reservation are systematically communicated to all Customers and shall prevail, where applicable, over any other document. They are also available on the Provider'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 modify the General Terms and Conditions at any time and without prior notice. The version applicable to the Customer will be the one in force on the date of reservation.

Article 3 - DUREE DE LA LOCATION

The Lease Contract is concluded for a fixed term, as indicated in the insert.
You will also find a "Customer Information Sheet" in the Lease Contract.

The rented property will be available from 5.00 p.m. on the day of the Customer's arrival.

Once reception has closed (the opening hours of which are displayed on site), an envelope bearing the Customer's name and the pitch number of the rental property allocated to the Customer will be placed on the table opposite reception. Inside, there 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 desk the following morning.

Each Customer must vacate the premises by reserving a 15-minute slot between 08:00 and 10:00 in the morning.

If the Customer fails to leave on the date and at the time agreed in the holiday initially booked, the holiday will be cancelled automatically. The Customer will be required to pay a daily indemnity corresponding to the rates charged by the Provider for the type of property rented, calculated on the basis of the number of days late. 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 - PRIX

The rental price corresponds to that shown on our website.

Prices include all taxes, i.e. VAT, tourist tax and eco-participation, and are set according to the category of property rented to the Renter, the supplements and/or options chosen (bookable online or on site, subject to availability), and the date and duration of the stay.

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

The basic rate includes two people; a supplement will be charged for each additional person. Rates for supplements are displayed on the campsite notice board and published on the Provider's website.

The Management declines all responsibility in the event that unfavourable weather conditions lead to the cancellation of certain services or events. Under no circumstances will these adverse weather conditions give rise to any reduction or refund, in full or in part.

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

1. Payment on account

A deposit of 30% of the total cost of the holiday must be paid to the Provider at the time of booking.

2. Payment of the balance of the reservation

The balance of the booking price must be paid in full no later than 30 days before the Customer's arrival.

The allocation of a rented property is effective only after written confirmation from the Provider, by e-mail or by post, on receipt of the balance of the price of the stay. Without this written confirmation from the Provider, the reservation will not be validated.

In the event of non-payment of the balance of the price of the reservation within the aforementioned period, the Rental Contract will be terminated automatically. In this case, the booking will be cancelled; however, the deposit and the booking fee will remain the property of the Provider.

Article 5 - PAYMENT - MEANS OF PAYMENT

1. Payment methods

The Service Provider accepts the following methods of payment:

- Payment by credit card: CB, Visa, MasterCard ;
- Payment in 3 instalments free of charge FLOA ;
- Payment by bank transfer ;
- Holiday vouchers.

Payment by cheque (excluding holiday vouchers) or any other means not listed *above* is excluded.

Holiday vouchers, which must be made out in the name of the booking, are accepted only for payment of the balance of the price and under no circumstances for payment of the deposit.

Customers receiving VACAF assistance must pay the deposit when booking.

2. Security deposit

The guarantee deposit corresponds to a sum deposited by way of a pre-authorized bank transfer by the Customer to the Service Provider, to be made via the SWIKLY platform, in order to guarantee the perfect performance of the obligations incumbent upon it under the Site Contract.

The Customer must ensure that he has sufficient funds to enable the pre-authorization to be carried out. In the absence of a pre-authorization, no rental property will be delivered and the sums already paid may be retained by the Provider, with no possibility of reimbursement.

The amount of the deposit depends on the category of the property rented, the rates being displayed at the reception of the MERENDELLA campsite as well as on its website. Cheques are not accepted.

In the event that the Customer owes the Supplier sums due under the Rental Contract, 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 sum owed by the Tenant to the Service Provider, the security deposit will be returned to the Tenant within a maximum period of 72 hours from the departure inventory of fixtures, if necessary in the form of cancellation of the pre-authorized bank transfer.

If the amount of the sums owed to the Provider exceeds that of the security deposit, the Provider may request additional payment from the Hirer by any means.

ARTICLE 6 - CANCELLATION CONDITIONS AND NO RIGHT OF WITHDRAWAL

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 hereby informed that he/she has no right of withdrawal.

The Customer may cancel the booking by sending a request by registered post with acknowledgement of receipt, the date of receipt of the registered post being taken as proof.

All cancellation requests must be sent to the following address: CAMPING A MERENDELLA, Moriani Plage, 20230 SAN NICOLAO.

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

If the Customer cancels a booking within the aforementioned conditions and timeframe, 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 Provider offers AXELLIANCE insurance, this product being available by booking online or on request (Conditions and price list on the Provider's website).

Any delay not notified 48 hours after the Customer's initial arrival date will result in termination of the Rental Contract. In this situation, the deposit and the booking fees remain the property of the Provider, and the balance of the price of the holiday remains due.

ARTICLE 7 - CHANGE OR POSTPONEMENT OF HOLIDAY

Any stay that is interrupted or shortened (late arrival, early departure, etc.) due to the Customer's fault will not give rise to any reimbursement.

Any postponement or modification (change of classification, etc.) of a stay is subject to the prior acceptance of 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. A surcharge of 10% will be applied to the new price if the postponement/modification is accepted, it being specified 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 to modify and/or postpone the stay. A maximum of two requests for postponement and/or modification are authorised per Customer. All costs incurred by the request for modification and/or postponement will remain the responsibility of the Customer.

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

A carry-over to the following year may under no circumstances be modified, postponed or cancelled again, and the deposit and booking fee shall in such cases remain the Provider's property.

ARTICLE 8 - INSTALLATION, STAY AND DEPARTURE

On arrival, the Customer must present a valid form of identification and the booking confirmation message (e-mail or letter). The Provider reserves the right to refuse to rent a property if any of the aforementioned documents are not presented.

The property rented is allocated to the Customer for information purposes only and may be changed at any time (subject to availability) while retaining the initial category of accommodation, with no impact on the current price. The Customer may choose the property rented by selecting the "choice of pitch" option available in the current price list.

On arrival, each Customer will be given a wristband to keep for the duration of their stay. Customers must provide the number plate of their vehicle on arrival in order to be able to enter, leave and circulate freely within the campsite. Customers on motorbikes will be issued with a badge to open the campsite gate.

On arrival, each Customer is given access to the "Corsica Camping" mobile application enabling them to make their own inventory and initial inventory of fixtures, as well as a set of keys. The inventory and the inventory of fixtures are carried out by the Customer and sent to reception by the following day at the latest. If the inventory and/or inventory of fixtures are not sent, the rented property must be considered to be in good condition. A deposit of 20 euros will be retained by credit card.

The Client must make an appointment with the reception office for the departure inventory of fixtures and fittings and the handover of the keys no later than 48 hours 00 before the departure date. Failing this, Camping MERENDELLA will fix the date and time of the departure inventory at its convenience.

The rented property must be returned in a perfectly clean condition, and the inventory will be checked by the Service Provider or its authorised representative. Any broken or damaged object will be charged to the Customer, as well as the restoration of the premises should this prove necessary.

The maximum capacity is limited to the number of beds in each property.

Article 9 - OBLIGATIONS OF THE SERVICE SUPPLIER

The Service Provider undertakes to make the rented property available to the Customer for the period agreed between the Parties and to ensure that the Customer enjoys it peacefully.

The Service Provider accepts no liability in the event of theft, fire, bad weather or any incident for which the Customer is responsible.

Article 10 - CUSTOMER'S OBLIGATIONS

1. General obligations of the Customer

The Customer must use the leased property in accordance with its intended purpose.

Customers who cause serious nuisance, damage or disrespect to the campsite, its occupants (staff, holidaymakers, external service providers, third parties, etc.) and its facilities will be evicted immediately, with no possibility of reimbursement of sums already paid, which will be retained by the Service Provider.

2. Obligation to maintain the leased property

The Customer has a general obligation to maintain the leased property.

All Customers are asked to be conscientious and to clean the rented property properly before departure.

The Service Provider offers various packages for cleaning during the Customer's stay:

- ***Without cleaning package :***

Without a cleaning package, it is the Customer's responsibility before departure to :

- Clean all the rooms and the terrace,
- Cleaning the kitchen area (washing up and cleaning the dishwasher)
- Dispose of and clean your rubbish bins,
- Clean the bathroom (sink and shower),
- Put all the crockery away in the cupboards,
- Fold the sheets and towels and place them at the end of the bed before the Customer leaves,
- Defrost and clean the fridge (leave the doors open and set the thermostat to zero).

- ***With cleaning package :***

If the Customer has opted for the cleaning package, it is their responsibility, before departure, to :

- Cleaning the kitchen area (washing up and cleaning the dishwasher),
- Dispose of and clean up rubbish bins,
- Clean the bathroom (sink and shower),
- Put all the crockery away in the cupboards,
- Fold the sheets and towels and place them at the end of the bed,
- Defrost and clean the fridge (leave the doors open and set the thermostat to zero).

- ***With premium cleaning package :***

If the Customer has opted for the premium cleaning package, it is the Customer's responsibility before departure to :

- Dispose of and clean up rubbish bins,
- Put all the crockery away in the cupboards,
- Fold the sheets and towels and place them at the end of the bed,
- Defrost and clean the fridge (leave the doors open and set the thermostat to zero).

If the rented property has not been cleaned before the Customer's departure, a cleaning fee will be charged, in accordance with the Service Provider's current rates, which depend on the category of the rented property.

Each rental property is equipped with pillows and undersheets, which must be protected by the Customer's own bedding if the Customer has not opted to hire sheets.

Any loss of keys will be invoiced to the Customer, on presentation of proof.

Any problem or system failure must not be repaired or "fixed" by the Customer and must be reported to the reception desk as soon as possible.

Any broken, damaged or missing item must not be replaced by the Customer, but by the Service Provider.

2. Assignment, sublease

The Customer undertakes to occupy the rented property personally. The number of occupants will be indicated when the booking is made and specified on the Rental Contract.

If, on arrival or during the stay, the number of occupants exceeds that specified on the Rental Contract, the Provider reserves the right either to refuse the additional occupants, or to demand a price increase in accordance with the tariff in force.

Any subletting, transfer or provision free of charge or against payment to a third party is prohibited, unless the Service Provider gives its express prior written consent.

The use of a rented property by an unauthorised third party constitutes a breach of the Reservation Contract and the Client will be liable for any consequences that may result.

3. The Customer undertakes to return the rented property in the same condition as it was found at the beginning of the stay.

The Customer shall refrain from making any modification to the leased property, unless the Service Provider gives its prior written consent.

4. The Customer undertakes to leave the rented property on the agreed date and time as mentioned in Article 2 hereof.

5. Electric vehicles.

Electric charging points are available in the car park and in the centre of the campsite for customers 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 - FORCE MAJEURE

The performance of the obligations incumbent on each of the parties under the terms of the Rental Contract may be suspended by the occurrence of a case of force majeure.

A case of force majeure is any event beyond the control of one of the Parties, which could not reasonably have been foreseen when the Lease Agreement was concluded and the effects of which cannot be avoided by appropriate measures, preventing the performance of the obligation of one of the Parties 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 must then meet to consider the consequences of the situation and endeavour to reach an acceptable solution in an attempt to allow the Lease Agreement to be fulfilled. The performance of the obligations will resume its normal course as soon as the event constituting force majeure has ceased.

The Service Provider may not be held liable in the event that it is impossible to make the rented property available due to force majeure.

Article 12 - PROTECTION OF PERSONAL DATA

The Service Provider informs the Customer that it collects personal data concerning him/her, which is processed. The processing of personal data, for which the Service Provider is responsible, is used to manage the Rental Contract.

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

As part of the performance of their services, third parties have only limited access to the data and are obliged to use it in accordance with the provisions of the applicable legislation on the protection of personal data. Apart from the cases set out above, the Service Provider will not sell, rent, transfer or give access to third parties 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/her (Article 34 of the aforementioned French Data Protection Act), and may also object to the processing or transmission of his/her personal data by sending an e-mail to the Service Provider at the following e-mail address: contact@merendella.com.

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

Article 13 - APPLICABLE LAW, RECOURSE TO THE CONSUMER MEDIATOR AND JURISDICTION OF JURISDICTION

The Rental Contract is governed by French law. The language of the Rental Agreement is French.

In the event of a dispute, and in the absence of an amicable agreement or response from the Service Provider, the Customer may have recourse free of charge to a Consumer Mediator.

The Consumer Ombudsman thus proposed is CM2C. It can be contacted via its website: <https://cm2c.net/>, or by post: CM2C, Centre de médiation, 14 rue Saint Jean, 75017 PARIS. 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, and which has not been resolved amicably or through the Mediation officer, will be referred to the territorially competent courts in accordance with common law.