

# CHARTER OF GOOD PRACTICE FOR THE ONLINE MARKETING OF CAMPSITES AND HOLIDAY PARK OFFERS 2024 - 2025

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The FNHPA

The Company

The first party,

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And the other party,  
Hereinafter referred to as « *the Signatory* »

## PREAMBLE

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The mission of the National Camping Federation (“the FNHPA” [Fédération Nationale de l’Hôtellerie de Plein Air]) is to defend the interests of professionals in the campsite and holiday park sector in France.

Faced with the growth of online accommodation offers and the range of practices, the FNHPA is actively working for increased transparency and security in contractual relations between digital stakeholders and campsite managers and operators.

It provides a Good Practice Charter for the online marketing of campsites and holiday parks designed to inform campsite managers and operators about the practices and operating procedures of these digital marketing operators.

Signatories are online professional distributors or intermediaries marketing the campsite and holiday park offers provided mainly, if not exclusively, by professionals. In their capacity as signatories of the Charter, they share the legitimate expectations of campsite and holiday park managers and commit to a virtuous approach.

Price transparency, the preservation of commercial control and the protection of the names of campsite managers and operators, are among the principles which govern this voluntary commitment.

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## GOOD PRACTICES

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### **1. Good practices of the Signatory regarding the camping industry in its entirety**

#### **1.1 General obligation of loyalty and cooperation of the Signatory of the Charter towards all campsite professionals**

The Signatory of this charter will respect the general interests of campsite professionals.

As part of its activity of marketing camping holidays, the distributor or intermediary marketing camping offers on the internet, and which is Signatory of this Charter, undertakes to comply with the rules of fair competition and not to harm the economic interests of the camping profession as a whole.

In particular, the Signatory undertakes both towards its contractual partners and towards campsites with which they are not under contract to market camping offers on the internet to:

- Not use deceptive or unfair commercial practices to promote their own positioning to the detriment of campsite owners;
- Not publish incorrect or incomplete information on the listed campsites, particularly with regard to the quality of the services offered, the location or the facilities.

The Signatory also undertakes to collaborate constructively with organisations representing the camping industry, in order to facilitate the development of balanced and lasting commercial relations within the sector.

#### **1.2 Search engine optimisation**

The distributor or intermediary marketing the campsite offers on the internet, and who is Signatory of the Charter, undertakes not to list the names of campsites with which it is not under contract as part of its online sales activity. Consequently, the Signatory will not list the names of these campsites on its website, mobile applications or any other online sales medium. This prohibition also applies to hyperlinks, the purchase of keywords and online advertisements.

This clause is justified by the need to protect the reputation of campsite owners and managers and to avoid any confusion among customers. The reference to the names of campsites with which the Signatory does not have a marketing contract could mislead customers and damage the brand image of these campsites.

#### **1.3 Excluded keywords**

The distributor or intermediary marketing the campsite offers on the internet, and who is Signatory of the Charter, undertakes to register in “excluded keywords” names which allow the identification of brands and campsites which they are not contractually linked to as part of all of its activities and its paid search results campaigns (in particular with Google Ads, Bing Ads and any other program).

This obligation applies in particular to brand names, domain names, campsite names and any other term allowing the identification of campsites.

This clause is justified by the need to protect the reputation of campsite professionals and to avoid any confusion among customers.

Failure to comply with the good practices listed above may result in immediate, temporary or permanent exclusion from the list of Signatories of this Charter.

## **2. Good practices of the Signatory with regard to his contractual partner**

### **2.1. Pricing policy**

The FNHPA and the Signatory agree to comply with the good practices set out in the **Pricing policy** below:

- i. In the event of an allotment<sup>1</sup>**, the Signatory markets the offer via an agency contract **in the name and on behalf of** the campsite. The campsite’s public price rate is applied. The campsite agrees to send its price list to the partner and to inform them immediately of any increase or decrease, in the event of Yield Management.
- ii. In the event of linear sales<sup>2</sup>**, the Signatory sells on its own behalf; it sets its price freely, will endeavor to inform the campsite of public rates and promotions prior to their application (especially when it markets accommodation belonging to the campsite).

In the event of an allotment, and for the sake of transparency, the Signatory undertakes to mention the net price paid on the voucher provided by the customer on his arrival at the campsite.

The Signatory undertakes not to provide a pre-availability file, with or without prices, to search engines without the prior express consent of the campsite.

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<sup>1</sup> Allotment: option to rent pitches or accommodation for which the distributor, through the online campsite and holiday park offer, only pays for what it has sold before the release or stop sell date (for free sell).

<sup>2</sup> Linear sale: firm rental reservation of the pitch or accommodation, at a fixed price and for an agreed-upon term, for resale (in sections) by the distributor to its customers through the campsite and holiday park's online offer.

## **2.2. On-line marketing of campsites and holiday parks offered mainly, if not exclusively, by the campsites and holiday parks themselves.**

**i. No marketing of "leisure" pitches without prior information from the campsite in question and the verification of the contractual regularity of said marketing.**

Prior to managing the rental of a private individual's accommodation who rents a pitch on a campsite, the campsite manager must be contacted and a verification of the "leisure" contract binding the individual to the campsite must be carried out to verify the contractual regularity of the marketing.

**ii. No marketing of rental offers that do not comply with the legal and regulatory provisions applicable to managers.**

As soon as he becomes aware of it, the Signatory undertakes to de-list offers from non-professional customers who do not comply with the legal or regulatory provisions of public order which apply to campsite managers and owners, particularly in view of the Town Planning Code and the Tourism Code.

## **2.3. No unauthorised use or purchase of the campsite's name in a keyword purchasing program (in keywords or in the text and/or title of the advertisement)**

The Signatory will obtain the express authorisation of the campsite manager or operator before any use of domain names, subdomains and URLs intended to generate more visits if these names have an explicit similarity with the campsite names. Displaying a contextual offer from a campsite's data sheet on a third-party website (review platform, comparison website, directory, etc.) is considered as purchasing keywords in the case of pay-per-click, and as affiliation in the case of payment by result.

The Signatory undertakes to de-list the campsite and to remove it on simple request if it appears as part of a keyword purchasing program which has not been expressly authorised, if its name constitutes a distinctive sign and does not contain generic terms, whether or not it is registered as a trademark. This also applies to the names, as described above, of campsites that are not under contract with the Signatory.

## **2.4. The distribution channels and markets must be known at the signature of the contract. Transfer of stocks to another channel or market is not permitted without prior agreement.**

The Signatory undertakes to inform the campsite about its distribution channels, markets and potential affiliation programs used to distribute the campsite's offers.

The Signatory undertakes to make known, before signing the contract and any signing of new commercial partnerships, throughout the duration of the contractual commitment with the campsite manager, its commercial practices (e.g. sales by auction) and partnerships as defined in the paragraph above.

The campsite manager or operator may refuse to be distributed by one or more new providers. If a campsite authorises distribution by one or more service providers, the Signatory guarantees that the latter respects the principles of good conduct detailed in this charter.

If the campsite changes the information on its data sheet with the Signatory, the latter must then ensure that its own partners update their data sheet (s) within an acceptable time frame.

**2.5. Any breach of this Charter may result in the termination of the contract signed by the campsite managers.**

**The Signatory provides in any agreement it usually offers to campsites, or any appendix to such an agreement requested by campsite managers, an express termination clause to the latter's benefit in the event of breaches by the partner company's failure to comply with the rules set out in this Charter of Good Practices.**

**2.6. The Signatory will not demand guaranteed rental stocks throughout the year, nor compulsory and permanent access to all of the campsite's offers.**

A campsite that offers the full range of its rentals to partners or a minimum stock throughout the year loses the flexibility necessary to adapt to the requirements and changes in the market.

If the Signatory and the campsite nevertheless agree to grant guaranteed stocks or access to all of the campsite's offers, the Signatory undertakes to draw the campsite's attention to the consequences attached to this commitment and to give it the opportunity to withdraw at any time, within a reasonable time frame, for the stock not yet sold.

**2.7. The Signatory will allow the campsite managers to reply to online reviews from customers who have booked their stay through its platform**

In order to guarantee everyone (operators, campsites, customers) a sound use of customer reviews, the Signatory which collects, moderates or publishes online reviews must do everything possible to allow the manager or operator of the campsite concerned a right of reply, directly or through him, in compliance with current regulations.

**2.8. The Signatory prioritises annual contracts**

The contracts between the Signatory and the campsites are preferably annual, as this period allows each of the parties to renegotiate the rights and obligations of its contract within a reasonable time frame.

**2.9. The Signatory shall refrain from using or sending to its distribution network and, more generally, to any third parties, any photographs or videos whose rights belong to the campsite managers without having obtained their prior written consent.**

The Signatory undertakes not to use or distribute data, name, files or photos, and more generally any graphic, video or sound element of the campsite without the express agreement of the campsite concerned.

**2.10. The Signatory undertakes to no longer use the campsite's data or files after the contractual relationship ends.**

It also undertakes not to display this establishment on its direct or indirect communication / marketing media once the contractual link between them has ceased to produce its effects.

**2.11. The Signatory undertakes to provide clear and transparent contractual documents.**

It therefore undertakes to:

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- Write its contractual documents in French – this being the authentic version - in a clear and comprehensible manner and allow easy online access to its general terms and conditions as well as to any contractual document.
- Indicate in a clear, visible and legible manner the company name and the address of the registered office of the entity which contracts with the campsite.
- Specify in its contractual documents the applicable law and jurisdiction in the event of a dispute to which the contract could give rise both on its validity and on its interpretation, execution or completion.
- Provide for the possibility of resorting to mediation or any other alternative method of dispute settlement.
- Respect the principles of good faith, loyalty and transparency in contractual relations, whether at the stage of negotiation, formation or execution of the contract and, more generally, not take advantage of its economic position to unilaterally challenge, beyond what the situation justifies or allows, the terms and commitments of the agreements entered into.

**2.12. The Signatory guarantees an open, reliable and individual exchange between platforms and user companies, at all stages of the commercial relationship.**

The Signatory undertakes to

- Set up a dedicated system within the platforms to guarantee dialogue with user companies.

- Ensure transparency regarding the criteria, motives and effective date of the de-listing and the possibility for user companies to challenge them.
- Provide clear information on the classification criteria

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By signing this Charter of Good Practice the Signatory acknowledges that it complies with all of the good practices detailed above.

## **MANAGEMENT AND WORK METHOD**

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The FNHPA undertakes to :

- Communicate via the trade press, its website, social networks or any other information medium, the name of the signatories who have signed the charter
- Showcase the signatories of the charter at events it organises
- Exchange with the signatories once a year to obtain their observations on the application of this charter.
- Provide a visual medium to identify the partnership with the FNHPA.

A permanent national commission composed of members from the National Board of Directors of the FNHPA, representing the French territory with the assistance of technical and legal advisers, aims to:

- Process all the information and make proposals for improving the commitments provided for in the charter.
- Ensure the renewal of the various agreement documents from service providers who request them.
- Maintain an up-to-date list of companies that have signed one or more of these documents.
- Collect from its members any shortcomings and non-compliance with commitments made.

The FNHPA may also carry out or have carried out satisfaction surveys among its members.

If there is any indication suggesting the existence of malfunction or non-compliance with the commitments made, the FNHPA may also question its members and collect relevant information from them. It will then inform the Signatory concerned.

After verification and request for information from the Signatory concerned, it may, in the absence of a satisfactory response, and in any case informing the Signatory of its steps, bring these elements to the attention of its members, departmental and regional unions. In the event of serious or repeated breaches by the service provider company, the FNHPA may, in compliance with French law, suspend and revoke this Charter with the Signatory before its term, and inform its members and professional structures thereof. The FNHPA may also, particularly in the event of serious or repeated breaches of the provisions of this document, and providing legitimate grounds, not renew its offer to sign the Good Practice Charter for the online marketing of campsite and holiday park offers.

This Charter is subject to French law and, in the event of disputes, to the jurisdiction of the French courts.

In the event of a translation of this charter into a foreign language, only the French version will be deemed authentic.

The FNHPA will propose the 2024/2025 version of the Charter of Good Practice for the coming year no later than 31 October 2024.

This Charter of Good Practices is valid from the signature date until 31 August 2025.

It may be subject to amendments depending on new actions jointly considered by the two parties.

***Signed in PARIS***

***Date \_\_ / \_\_ / 202.***

***In duplicate***

The FNHPA

The company \_\_\_\_\_

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