



## **GENERAL TERMS AND CONDITIONS OF SALE**

### **Details of the Service Provider :**

- Camping de la Baie, SARL La Baie, registration (RCS 560000010430461 3 1 RENNES Cedex),
- 45 rue de Kervillen, 56470 La Trinité sur mer
- 02 97 55 73 42, contact@campingdelabaie.com, [www.campingdelabaie.com](http://www.campingdelabaie.com)

### **DEFINITIONS :**

**ORDER or RESERVATION or RENTAL :** Purchase of Services.

**SERVICES :** seasonal rental of accommodation or bare pitches for "tourism".

**ACCOMMODATION :** Tent, caravan, mobile leisure home and light leisure home.

### **ARTICLE 1 - SCOPE OF APPLICATION**

These General Terms and Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or bare pitches on the Camping de la Baie site, operated by SARL La Baie ("the Service Provider"), to non-professional customers ("the Customers" or "the Customer"), on its website [www.campingdelabaie.com](http://www.campingdelabaie.com) or by telephone, post or electronic mail (e-mail), or in a place where the Service Provider markets the Services.

The main characteristics of the Services are presented on [www.campingdelabaie.com](http://www.campingdelabaie.com) website or in written form - paper or electronic - in the event of a booking by means other than a distance order.

The Customer is obliged to familiarise himself/herself with them before placing an order. The choice and purchase of a Service is the sole responsibility of the Customer.

These General Terms and Conditions of Sale apply to the exclusion of all other terms and conditions of the Service Provider, in particular those applicable to other marketing channels for the Services.

These General Terms and Conditions of Sale are accessible at all times on the Website and shall prevail, where applicable, over any other version or any other contractual document. The version applicable to the Customer is the one in force on the Web Site or communicated by the Service Provider on the date the Order is placed by the Customer.

In the absence of proof to the contrary, the data recorded in the Service Provider's computer system constitutes proof of all transactions entered into with the Customer.

Under the conditions defined by the French Data Protection Act and the European Data Protection Regulation, the Customer has the right to access, rectify and, if the processing is not essential to the execution of the order and the holiday and their consequences, to object to all of his/her personal data at any time by writing, by post and providing proof of his/her identity, to :

Camping de la Baie, 45 rue de Kervillen, 56470 La Trinité sur mer, France.

The Customer declares that he/she has read these General Terms and Conditions of Sale and has accepted them either by ticking the box provided for this purpose before starting the online Order procedure, or by accepting the General Terms and Conditions of Use of the website the [www.campingdelabaie.com](http://www.campingdelabaie.com) or, in the case of offline bookings, by any other appropriate means.

### **ARTICLE 2 - RESERVATIONS**

The Customer selects the services he/she wishes to order on the website or provides information on any document sent by the Provider, in accordance with the following procedures:

When booking on the website, the Customer places their order (number of people (adults and children), type of accommodation or pitch, any supplements, date of stay). Or signs and returns the signed contract including the same information. A deposit of 30% of the total cost of the holiday is required to confirm the order.

A confirmation of the said order is sent by e-mail (or on request by post) by the Provider to the Customer.

It is the Customer's responsibility to check the accuracy of the Order and to notify the Provider immediately of any errors. The Order shall only be deemed definitive once the Provider has sent the Customer confirmation of acceptance of the Order by e-mail or post, or by signing the contract in the event that the Order is booked directly at the premises where the Provider markets the Services.

Any Order placed on the [www.campingdelabaie.com](http://www.campingdelabaie.com) website constitutes the formation of a distance contract between the

Customer and the Service Provider.

All Orders are non-transferable.

All bookings are subject to acceptance by the Provider. The Provider is free to accept or refuse a reservation, depending on availability and, more generally, on any circumstances likely to affect the execution of the reservation made. The service provider offers family holidays, in the traditional sense, and the accommodation is specially designed for this purpose. The service provider reserves the right to refuse any booking which is contrary to this principle, or which seeks to deviate from it. Minors must be accompanied by their parents or legal guardians.

Pitch or rental numbers are not guaranteed. In the event of planning requirements or force majeure, the management reserves the right to change the number of the accommodation or pitch, in the same category as originally reserved.

### **ARTICLE 3 - PRICES**

The Services offered by the Service Provider are provided at the prices in force on the website [www.campingdelabaie.com](http://www.campingdelabaie.com), or on any information medium of the Service Provider, when the Customer places the order. Prices are expressed in Euros, excluding VAT and including VAT.

Prices take into account any discounts granted by the Service Provider on the [www.campingdelabaie.com](http://www.campingdelabaie.com) website or in any other information or communication medium.

These rates are firm and non-revisable during their period of validity, as indicated on the [www.campingdelabaie.com](http://www.campingdelabaie.com) website, in the e-mail or in the written proposal sent to the Customer. After this period of validity, the offer is null and void and the Service Provider is no longer bound by the prices.

Prices do not include processing and administration costs, which are invoiced in addition, under the conditions indicated on the [www.campingdelabaie.com](http://www.campingdelabaie.com) website or in the information (mail, e-mail, etc.) sent to the Customer beforehand, and calculated before the Order is placed.

An invoice will be drawn up by the Provider and given to the Customer on request at the latest when the balance of the price is paid.

The basic price of the pitch is for 1 or 2 people, a single vehicle, access to sanitary facilities and reception facilities. The accommodation is fully equipped.

The capacity is 4 to 6 places depending on the type of accommodation. Only one car is allowed. No additional facilities or children's tents are allowed next to the accommodation.

#### **3.1. TOURIST TAX**

The tourist tax, collected on behalf of the local community, is not included in the rates. The amount is determined per person per day and varies depending on the destination. It must be paid when paying for the Service and is shown separately on the invoice.

### **ARTICLE 4 - TERMS OF PAYMENT**

#### **4.1. PAYMENT ON ADVANCE**

Sums paid in advance are deposits. They constitute an advance on the total price due by the Customer.

A deposit corresponding to 30% of the total price for the provision of the Services ordered is required when the order is placed by the Customer. It must be paid on receipt of the definitive hire contract attached to the copy to be returned or online. It will be deducted from the total amount of the order.

It will not be reimbursed by the Provider in the event of cancellation of the holiday by the Customer less than 30 days before the planned date of arrival.

The balance of the stay must be paid in full 30 days before the arrival date (otherwise the rental will be cancelled).

#### **4.2. PAYMENTS**

Payments made by the Customer will only be considered definitive once the amounts due have been received by the Provider. Late payment will result in the immediate payment of all sums due by the Customer, without prejudice to any other action that the Provider may be entitled to take against the Customer in this respect.

#### **4.3. NON-COMPLIANCE WITH PAYMENT TERMS**

In addition, the Service Provider reserves the right, in the event of non-compliance with the terms of payment set out above, to suspend or cancel the provision of the Services ordered by the Customer and/or to suspend the performance of its obligations after formal notice has remained without effect.

### **ARTICLE 5 - PROVISION OF SERVICES**

#### **5.1. PROVISION AND USE OF SERVICES**

The pitch may be occupied from 2 p.m. on the day of arrival and must be vacated by 12 noon on the day of departure.

The accommodation may be occupied from 4 p.m. on the day of arrival and must be vacated by 10 a.m. on the day of departure.

The balance of the stay must be paid in full

- 30 days before the date of arrival (otherwise the rental will be cancelled).

The accommodations and pitches are designed for a specific number of occupants at the time of rental and may under no circumstances be occupied by a greater number of people.

The accommodations and pitches must be returned in the same state of cleanliness as when delivered. Failing this, the tenant

will be required to pay a flat-rate cleaning fee of €60 to €70 per hour (depending on the accommodation). Cleaning package (bookable no later than the day of arrival) and depending on availability.

Any damage to the accommodation, the private sanitary facilities or its accessories will be repaired immediately at the tenant's expense. Likewise, the accommodation must therefore be returned in a normal state of cleanliness. Otherwise, restoration costs may be retained (from €75 to €85 per hour of cleaning depending on the accommodation). The inventory at the end of the rental period must be exactly the same as at the beginning.

## **5.2. SECURITY DEPOSIT**

For the rental of an accommodation or a pitch with private sanitary facilities, a security deposit of €250 is required by credit card online via Swikly from the Customer before or at the latest on the day the keys are handed over and is returned to them a few days after the end of the rental period, subject to any deduction of costs incurred in restoring the property. This deposit does not constitute a limit of liability.

## **ARTICLE 6 - DELAY, INTERRUPTION OR CANCELLATION OF STAY BY THE CUSTOMER**

No reduction will be granted in the event of late arrival, early departure or a change in the number of people (whether for all or part of the planned stay).

### **6.1. CHANGES**

In the event of a change to the dates or number of people, the Provider will do its utmost to accept requests for a change of date within the limits of availability, without prejudice to any additional charges ; in all cases, this is simply an obligation of means, as the Provider cannot guarantee the availability of a pitch or accommodation, or another date; an additional charge may be requested in such cases.

Any request to reduce the length of the stay will be considered by the Provider as a partial cancellation, the consequences of which are governed by Article 6.3.

### **6.2. INTERRUPTION**

Early departure will not give rise to any reimbursement by the Provider.

### **6.3. CANCELLATION**

In the event of cancellation of the Reservation by the Customer after it has been accepted by the Provider less than 30 days at least before the date scheduled for the Reserved Hire, for any reason whatsoever other than force majeure, the deposit and the balance paid on the Reservation, as defined in Article 4 - PAYMENT TERMS of these General Terms and Conditions of Sale, shall be automatically acquired by the Provider as compensation and may not give rise to any reimbursement whatsoever.

In all cases of cancellation, the processing and management fees (article 3) will be retained by the Service Provider.

### **6.4. CANCELLATION INSURANCE**

The Provider offers cancellation and interruption insurance as part of the rental contract via its partner Campez Couvert : 2.5% of the total cost of the holiday. In the event of cancellation, the customer must notify the campsite of his withdrawal as soon as an event occurs that prevents his departure by post or e-mail. If the claim is covered by the general conditions (available on the website or from the Provider), the customer must notify the insurer within 48 hours and provide all the necessary information and supporting documents :

- online via the Internet: [www.declare.fr](http://www.declare.fr)
- by e-mail: [sinistres@gritchen.fr](mailto:sinistres@gritchen.fr)
- by phone: 0033 2 48 65 93 95

For further information, all the general terms and conditions of insurance can be consulted on our website <https://www.campingdelabaie.com/assurance-annulation,pal56.html>.

## **ARTICLE 7 - CUSTOMER OBLIGATIONS**

### **7.1. CIVIL LIABILITY INSURANCE**

Customers staying on a pitch or in accommodation must be covered by public liability insurance. A certificate of insurance may be requested from the Customer before the start of the service. Each customer is responsible for any disturbance or nuisance caused by persons staying with them or visiting them.

### **7.2. PETS**

Pets are accepted, subject to the fixed rates available from the Provider and payable on site, with the exception of 1st and 2nd category dogs. Where authorised, they must be kept on a lead at all times. Dogs are not allowed near swimming pools, in food shops or in buildings. Vaccination records for dogs and cats must be up to date.

### **7.3. VISITORS AND EXTRAS :**

Visitors must announce themselves and any supplements must be paid at reception. Visitors are not permitted access to the swimming pools or entertainment areas. Vehicles must be parked outside the campsite.

### **7.4. BARBECUES**

Charcoal barbecues are strictly prohibited, except in the communal areas (3 on the campsite). Only gas or electric barbecues

are permitted on pitches.

#### **7.5. INTERNAL RULES**

House rules are displayed at the entrance to the establishment and at reception. Customers are required to read them and comply with them. They are available on request and on the [www.campingdelabae.com](http://www.campingdelabae.com) website.

**We would particularly like to draw the Customer's attention to point 10 of the house rules concerning the swimming pool : At the swimming pool, you and your children are responsible for your own swimming. Please supervise your children and follow the safety instructions. Constant supervision and the presence of a responsible adult in the pool area are essential.**

#### **ARTICLE 8 - OBLIGATIONS OF THE SERVICE PROVIDER - GUARANTEE**

The Service Provider guarantees the Customer, in accordance with legal provisions and without additional payment, against any lack of conformity or latent defect resulting from a design or production fault in the Services ordered.

In order to assert its rights, the Customer must inform the Service Provider, in writing, of the existence of the defects or lack of conformity within a maximum period of 15 days from the provision of the Services.

The Service Provider will refund or rectify or have rectified (as far as possible) the services deemed to be defective as soon as possible and at the latest within 15 days of the Service Provider's discovery of the defect or fault. Reimbursement will be made by credit to the Customer's bank account or by cheque sent to the Customer.

The Provider's guarantee is limited to the reimbursement of the Services actually paid for by the Customer. The Service Provider shall not be held liable or in default for any delay or non-performance resulting from the occurrence of an event of force majeure as usually recognised by French case law.

The Services provided via the [www.campingdelabae.com](http://www.campingdelabae.com) website comply with the regulations in force in France.

#### **ARTICLE 9 - RIGHT OF WITHDRAWAL**

Activities relating to the organisation and sale of holidays or excursions on a given date or during a specified period are not subject to the withdrawal period applicable to distance and off-premises sales, in accordance with the provisions of article L221-28 of the French Consumer Code.

#### **ARTICLE 10 - PROTECTION OF PERSONAL DATA**

The Service Provider, as drafter of the present document, implements the processing of personal data whose legal basis is :

- Either the legitimate interest pursued by the Service Provider when it pursues the following purposes:

- canvassing
- managing relations with its customers and prospective customers,
- the organisation of, registration for and invitation to events organised by the Service Provider,
- processing, executing, prospecting, producing, managing and monitoring customer requests and files,
- drafting deeds on behalf of its clients.

- or compliance with legal and regulatory obligations when it implements processing for the purpose of:

- the prevention of money laundering and the financing of terrorism and the fight against corruption,
- invoicing
- accounting.

The Service Provider retains data only for as long as is necessary for the operations for which it was collected and in compliance with the regulations in force.

In this respect, customer data is kept for the duration of the contractual relationship plus 3 years for marketing and prospecting purposes, without prejudice to retention obligations or limitation periods.

With regard to the prevention of money laundering and the financing of terrorism, the data is kept for 5 years after the end of the relationship with the Service Provider. For accounting purposes, data is kept for 10 years from the end of the financial year. Prospective customers' data is kept for a period of 3 years if they have not taken part in or registered for any of the Service Provider's events.

The data processed is intended for authorised persons within the Service Provider.

Under the conditions defined by the French Data Protection Act and the European Data Protection Regulation, individuals have the right to access, rectify, query, limit, portability and delete data concerning them.

Data subjects also have the right to object at any time, for reasons relating to their particular situation, to the processing of personal data whose legal basis is the legitimate interest of the Service Provider, as well as the right to object to commercial canvassing. They also have the right to define general and specific directives setting out the way in which they wish the above-mentioned rights to be exercised after their death.

- by e-mail to the following address E-mail address
- or by post to the following address Surname, first name Company name Postal address accompanied by a copy of a signed identity document.

The persons concerned have the right to lodge a complaint with the CNIL.

#### **ARTICLE 11 - INTELLECTUAL PROPERTY**

The content of the [www.campingdelabae.com](http://www.campingdelabae.com) website is the property of the Service Provider and its partners and is protected by French and international intellectual property laws.

Any reproduction, distribution or use of this content, in whole or in part, is strictly prohibited and may constitute an infringement of copyright.

In addition, the Service Provider retains ownership of all intellectual property rights in the photographs, presentations, studies, drawings, models, prototypes, etc. produced (even at the Customer's request) with a view to providing the Services to the Customer. The Customer is therefore prohibited from reproducing or exploiting said studies, drawings, models and prototypes, etc., without the express, written and prior authorisation of the Service Provider, which may be subject to a financial consideration.

The same applies to names, logos or, more generally, any graphic representation or text belonging to or used and distributed by the Service Provider.

#### **ARTICLE 12 - IMAGE RIGHTS**

Camping de la Baie, as well as any person appointed by Camping de la Baie to take its place, reserves the right to use any photographic, video, sound or recording medium in which you may appear with a view to its subsequent publications. This authorisation applies both to you and to persons staying with you. Its sole purpose is to promote and animate the establishments and it may not in any way damage your reputation. This authorisation is granted free of charge, for all countries and for a period of 5 years.

#### **ARTICLE 13 - APPLICABLE LAW - LANGUAGE**

These General Terms and Conditions of Sale and the operations arising from them are governed by and subject to French law. These General Terms and Conditions of Sale are written in French. In the event that they are translated into one or more foreign languages, only the French text will be deemed authentic in the event of a dispute.

#### **ARTICLE 14 - DISPUTES**

All disputes to which the purchase and sale transactions entered into pursuant to these General Terms and Conditions of Sale may give rise, concerning their validity, interpretation, performance, termination, consequences and consequences, and which cannot be resolved between the Service Provider and the Customer, shall be submitted to the competent courts under the conditions of common law.

The Customer is hereby informed that, in the event of a dispute, he/she may have recourse to a conventional mediation procedure or to any other alternative dispute resolution method.

In particular, they may have free recourse to the following Consumer Mediator:

Website: [www.cm2c.net](http://www.cm2c.net), e-mail: [cm2c@cm2c.net](mailto:cm2c@cm2c.net) or by post: CM2C - 14 rue St Jean - 75017 Paris.

#### **ARTICLE 15 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE**

The Customer acknowledges that, prior to placing his/her Order, he/she has been provided, in a legible and comprehensible manner, with these General Terms and Conditions of Sale and with all the information and details referred to in articles L 111-1 to L111-7 of the French Consumer Code, in addition to the information required in application of the Order of 22 October 2008 relating to prior consumer information on the characteristics of rental accommodation in open-air hotels, and in particular :

- the essential characteristics of the Services, taking into account the communication medium used and the Services concerned;
- the price of the Services and associated costs;
- information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if this is not apparent from the context;
- information relating to the legal and contractual guarantees and how they apply; the functionalities of the digital content and, where applicable, its interoperability;
- the possibility of recourse to conventional mediation in the event of a dispute;
- information on termination and other important contractual conditions.

The fact that a natural person (or legal entity) places an order on the [www.campingdelabaie.com](http://www.campingdelabaie.com) website implies full and unreserved acceptance of these General Terms and Conditions of Sale, which is expressly recognised by the Customer, who in particular waives the right to rely on any contradictory document that would be unenforceable against the Service Provider.