

SARL CAMPING

Baie De Térénez



MOULIN DE CANERET

29252 - PLOUÉZOC'H

TÉLÉPHONE : +33 (0)2 98 67 26 80

MAIL : campingbaiedeterenez@wanadoo.fr

WEB : www.campingbaiedeterenez.com

SIRET : 482 001 419 00019

GENERAL CONDITIONS OF SALE

DEFINITIONS :

ORDER or RESERVATION or RENTAL: Purchase of Services.

SERVICES: Seasonal rental of accommodation or "tourism" bare pitch.

ACCOMMODATION: Tent, caravan, mobile leisure residence and light leisure accommodation.

ARTICLE 1 - SCOPE OF APPLICATION

The present General Conditions of Sale apply, without restriction or reserve, to any rental of accommodation or bare pitch on the Baie de Terenez campground operated by the SARL de la Baie de Terenez, to non-professional customers, on its website www.campingbaiedeterenez.com or by telephone, mail or e-mail, or in a place where the Service Provider markets the Services. They do not apply to site rentals intended for the reception of leisure mobile homes (mobile homes) that are the subject of a "leisure" contract.

The main characteristics of the Services are presented on the website www.campingbaiedeterenez.com or in written form - paper or electronic - in the event of a reservation by a means other than a remote control.

The Customer is required to read 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, and in particular those applicable to other marketing channels for the Services.

These General Terms and Conditions of Sale are accessible at any time 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 Website or communicated by the Service Provider on the date the Customer places the Order.

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Unless proven otherwise, the data recorded in the Service Provider's computer system shall constitute proof of all transactions concluded 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 for the execution of the Order and the stay and their consequences, to object at any time to all of its personal data by writing, by mail and by proving its identity, to :

Camping de la Baie de Terenez

Mill of Caneret

29252 PLOUEZOC'H

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 prior to the implementation of the online Order procedure, as well as the general terms and conditions of use of the website www.campingbaiedeterenez.com, or, in the case of a reservation made offline, by any other appropriate means.

ARTICLE 2 - RESERVATIONS

The Customer selects on the Site or provides information on any document sent by the Service Provider the services it wishes to order, according to the following terms and conditions:

Period of stay, choice of accommodation or location, number of persons, Name and address, option(s) if applicable, choice of payment method for the deposit and validation or signature.

It is the Customer's responsibility to verify the accuracy of the Order and to immediately notify the Provider of any error. The Order shall not be considered final until the Service Provider has sent the Customer confirmation of acceptance of the Order by e-mail or post, or by signing the contract in the event of a reservation directly at the premises where the Service Provider markets the Services.

Any Order placed on the www.campingbaiedeterenez.com website constitutes the formation of a contract concluded remotely between the Customer and the Service Provider.

All Orders are nominative and may not, under any circumstances, be transferred.

ARTICLE 3 - PRICES

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The Services offered by the Service Provider are provided at the rates in force on the website <http://www.campingbaiedeterenez.com> or on any information medium of the Service Provider, when the Customer places the order. Prices are expressed in Euros, excluding VAT and all taxes.

The prices take into account any discounts that may be granted by the Service Provider on the website <http://www.campingbaiedeterenez.com> or on any information or communication media.

These prices are firm and non-revisable during their period of validity, as indicated on the website <http://www.campingbaiedeterenez.com>, in the email or in the written proposal addressed to the Customer. Beyond this period of validity, the offer is null and void and the Service Provider is no longer bound by the prices.

The payment requested from the Customer corresponds to the total amount of the purchase, including these fees.

An invoice is drawn up by the Seller and given to the Customer at the latest at the time of payment of the tourist tax.

3.1. TOURIST TAX

The tourist tax, collected on behalf of the commune / community of communes, is not included in the rates. Its amount is determined per person and per day and varies according to the destination. It is to be paid at the time of payment of the Service and appears separately on the invoice.

ARTICLE 4 - TERMS OF PAYMENT

4.1. ACCOUNT

Amounts paid in advance are advance payments. They constitute an advance on the total price due by the Customer.

A deposit corresponding to 30% of the total price of the supply of the Services ordered is required when the Customer places the order. It must be paid upon receipt of the final rental contract and attached to the copy to be returned. It will be deducted from the total amount of the order.

For accommodation

it will not be refunded by the Provider if the Customer cancels less than 90 days before the arrival date

The balance of the stay must be paid in full 30 days before the date of arrival for rentals (under penalty of cancellation of this rental).

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For locations

The Service Provider shall not be entitled to any refund if the Customer cancels less than 60 days prior to the arrival date.

The balance of the stay must be paid in full on the day of arrival or the day before departure (your choice).

4.2. PAYMENTS

Payments made by the Customer shall not be considered final until the Service Provider has actually received the sums due.

In the event of late payment and payment of the amounts due by the Customer after the time limit set forth above, or after the date of payment appearing on the invoice sent to the Customer, late payment penalties calculated at the rate of 3% of the amount (including VAT) of the price of the supply of the Services, shall be automatically and ipso jure acquired by the Service Provider, without any formality or prior formal notice.

Late payment shall result in immediate payment of all amounts due by the Customer, without prejudice to any other action that the Service Provider may take against the Customer in this respect.

4.3. NON-COMPLIANCE WITH PAYMENT CONDITIONS

In addition, the Service Provider reserves the right, in the event of non-compliance with the payment conditions set forth 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

Lodging :

The accommodation can 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 at the latest when the keys are handed over.

Location :

The pitch can be occupied from 14H on the day of arrival and vacated by 12H on the day of departure.

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The balance of the stay must be paid in full the day before departure at the latest.

The accommodations and pitches are provided for a determined number of occupants at the rental and can in no case be occupied by a higher number of people.

Whatever the type of accommodation, arrivals are possible until 7:30 pm. In case of delay, please inform the campsite. The gates are closed from 10:30 pm. The campsite parking lot is at your disposal for your vehicles. Only one vehicle is allowed per pitch or rental. After 10.30 pm arrivals are not accepted.

The accommodations will be returned in the same state of cleanliness as on delivery. Failing this, the tenant will have to pay a lump sum between 50 and 60 € for cleaning. Any damage to the accommodation or its accessories will be immediately repaired at the expense of the tenant. The inventory at the end of the rental period must be strictly identical to that at the beginning of the rental period.

5.2. SECURITY DEPOSIT

For accommodation rentals, a security deposit of 200 € plus the cleaning fee of between 50€ and 60€ is required from the Client on the day of the handing over of the keys and is returned to him on the day of the end of the rental period, after deduction of any restoration costs. For any departure outside the opening hours of the reception, the deposit will be returned within a week.

This deposit does not constitute a limit of responsibility.

ARTICLE 6 - DELAY, INTERRUPTION OR CANCELLATION OF STAY BY THE CLIENT

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

6.1. AMENDMENT

In the event of a change of dates or number of persons, the Service Provider will endeavour to accept as far as possible requests for a change of date within the limits of availability, without prejudice to any additional costs; this is in all cases a simple obligation of means, as the Service Provider cannot guarantee the availability of a pitch or accommodation, or another date; a price supplement may be requested in these 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.

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6.2. INTERRUPTION

Premature departure shall not give rise to any reimbursement by the Provider.

6.3. CANCELLATION

Hosting

In the event of cancellation of the Reservation by the Customer after its acceptance by the Provider more than 90 days before the date of the Rental reserved the deposit less the fees will be refund, between 90 days and 30 days , for any reason whatsoever except for force majeure, the deposit paid at the time of Reservation, as defined in Article 4 - TERMS OF PAYMENT of these Terms and Conditions of Sale will be automatically acquired by the Provider, as compensation, and may not give rise to any refund and the payment of the balance remains due. Any cancellation must be the subject of a letter in AR or an email from the customer.

In all cases of cancellation, the processing and management fees (article 3) will remain the property of the Provider.

Location

In case of cancellation of the reservation by the customer after its acceptance by the provider less than 60 days before the date planned, the deposit will be retained.

6.4. CANCELLATION IN CASE OF PANDEMIC

6.4.1. In the event of total or partial closure of the establishment during the dates of the booked stay (which is considered to be a measure of total or partial prohibition of public reception, insofar as the Customer is directly concerned by the application of this measure) decided by the public authorities, and which is not attributable to the Service Provider, the sums paid in advance by the Customer for the booking of the stay will be refunded within 30 days.

However, the Service Provider shall not be held liable for any additional compensation beyond this reimbursement of the sums already paid for the reservation of the stay.

6.4.2. Notwithstanding the provisions of Article 6.3 CANCELLATION, any cancellation of the holiday duly justified by the fact that the Customer is suffering from COVID 19 (infection) or other infection considered to be a pandemic, or is identified as a contact case, and that this situation would jeopardize his/her participation in the holiday on the scheduled dates.

-A subscription to cancellation/interruption of stay insurance is strongly recommended to obtain a possible compensation. We propose at the time of booking a "Cancellation +covid Insurance" with Campez Couvert which undertakes to reimburse all or part of the stay in case of cancellation or interruption for reasons listed in their conditions including Covid19 (see link).

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<https://www.campez-couvert.com/loffre-campez-couvert-evolue-decouvrez-les-garanties-covid-19/>

- In case of cancellation, please notify the provider as soon as possible by mail or e-mail. If insurance subscription, the declaration must be made within 48 hours.

Any processing and management fees as provided for in the general terms and conditions shall remain the property of the Provider. In all cases, the Customer must provide proof of the event that makes it eligible for this right of cancellation.

6.4.3. Notwithstanding the provisions of Article 6.3 CANCELLATION, in the event that the Customer is forced to cancel the entire stay due to government measures that do not allow participants to travel (general or local confinement, travel ban, border closures), even though the campsite is able to perform its obligation and accommodate the Customers, the Provider will issue a credit note corresponding to the amounts paid by the Customer, less the processing and management fees (Article 3), which will remain acquired by the Provider. This credit note is valid for 18 months and is refundable at the end of the validity period.

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6.4.4 - If the Customer takes out specific insurance covering the risks listed in Article 6.4.2 or Article 6.4.3, the insurance compensation received by the Customer will be deducted from the amount of the credit note referred to in Articles 6.4.2 or 6.4.3.

ARTICLE 7 - OBLIGATIONS OF THE CUSTOMER

7.1. PUBLIC LIABILITY INSURANCE

The Customer hosted on a site or in a hosting facility must obligatorily be insured for civil liability. A certificate of insurance may be requested from the Customer before the beginning of the service. The Management disclaims all liability in case of theft or other claims.

7.2. ANIMALS

Pets are accepted, under the responsibility of their masters, subject to the packages available from the Provider and payable on site. An up-to-date vaccination booklet is mandatory and must be presented upon arrival. Dogs of 1st and 2nd categories are forbidden within the campsite.

. On the campsite animals must be kept on a leash. It is forbidden to leave animals alone in the rental units, only one animal per rental unit. They must not disturb the neighbourhood by their barking or soiling.

7.3. INTERNAL RULES AND REGULATIONS

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Rules and regulations are posted at the entrance of the establishment and at the reception desk. The Customer is required to read and respect them. It is available on request.

ARTICLE 8 - OBLIGATIONS OF THE SERVICE PROVIDER - GUARANTEE

The Service Provider guarantees the Customer, in accordance with the legal provisions and without additional payment, against any lack of conformity or latent defect resulting from a defect in the design or execution of 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 48 hours from the provision of the Services.

The Service Provider shall reimburse or rectify or have rectified (to the extent possible) the Services deemed defective as soon as possible and no later than 2 days after the Service Provider has discovered the defect or fault. Reimbursement shall be made by crediting the Customer's bank account or by bank cheque sent to the Customer.

The Service Provider's warranty is limited to the reimbursement of the Services actually paid 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 a case of force majeure usually recognized by French case law.

The Services provided through the Service Provider's website

<http://www.campingbaiedeterenez.com> comply with the regulations in force in France.

ARTICLE 9 - RIGHT OF WITHDRAWAL

Activities related to the organization and sale of stays or excursions on a specific 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 Consumer Code.

ARTICLE 10 - PROTECTION OF PERSONAL DATA

The Service Provider, who is the author of the present document, implements personal data processing operations which have as a legal basis :

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

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- canvassing
- management of the relationship with its customers and prospects,
- organization, registration and invitation to events of the Provider,
- processing, execution, prospecting, production, management, follow-up of customer requests and files,
- the drafting of deeds on behalf of its clients.
- Or the respect of legal and regulatory obligations when it implements a treatment having for purpose :
 - the prevention of money laundering and the financing of terrorism and the fight against corruption,
 - invoicing,
 - accounting.

The Service Provider keeps the data only for the time necessary for the operations for which they were 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 the purposes of promotion and canvassing, without prejudice to retention obligations or limitation periods.

In terms of prevention of money laundering and financing of terrorism, the data is kept 5 years after the end of the relationship with the Service Provider. In terms of accounting, they are kept for 10 years after the end of the fiscal year.

Prospect data is kept for 3 years if no participation or registration to the Provider's events has taken place.

The processed data are intended for the authorized persons of the Provider.

They also have the right to define general and specific directives defining the manner in which they intend to exercise the above-mentioned rights after their death.

- by e-mail to the following address: campingbaiedeterenez@wanadoo.fr

- or by mail at the following address: Camping De La Baie de Terenez Moulin de Caneret 29252 PLOUEZOC'H accompanied by a copy of a signed identity document.

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

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ARTICLE 11 - INTELLECTUAL PROPERTY

The content of the website <http://www.campingbaiedeterenez.com> is the property of the Service Provider and its partners and is protected by French and international laws on intellectual property.

Any reproduction, distribution, total or partial use of this content is strictly prohibited and is likely to constitute an infringement of copyright.

In addition, the Service Provider remains the owner of all intellectual property rights on the photographs, presentations, studies, drawings, models, prototypes, etc., made (even at the Customer's request) for the purpose of providing the Services to the Customer. The Customer shall therefore refrain from reproducing or exploiting said studies, designs, models, models and prototypes, etc., without the express, written and prior authorization of the Service Provider, which may make such authorization subject to a financial consideration.

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

ARTICLE 12 - APPLICABLE LAW - LANGUAGE

The present General Terms and Conditions of Sale and the operations arising therefrom are governed and subject to French law.

The present 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 shall be deemed authentic in the event of a dispute.

ARTICLE 13 - DISPUTES

All disputes to which the purchase and sale operations concluded in application of these general terms and conditions of sale could give rise, concerning their validity, interpretation, execution, termination, consequences and consequences and which could not be resolved between the Service Provider and the Customer will be submitted to the competent courts under the conditions of common law.

The Customer is informed that it may in any event resort, in the event of a dispute, to a conventional mediation procedure or any other alternative dispute resolution method.

He can in particular have recourse, free of charge, to the following Consumer Mediator:

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AME Conso

11 PLACE DAUPHINE 75001PARIS tel : 01 49 70 15 93

<http://www.mediationconso-ame.com>

ARTICLE 14 - PRE-CONTRACTUAL INFORMATION - ACCEPTANCE OF THE CUSTOMER

The Customer acknowledges having been informed, prior to placing his Order, in a legible and comprehensible manner, of these General Terms and Conditions of Sale and of 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 pursuant to the Order of October 22, 2008 relating to the prior information of the consumer on the characteristics of rental accommodation in outdoor 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 related costs;
- information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if not apparent from the context;
- information relating to the legal and contractual guarantees and their terms and conditions of implementation; the functionalities of the digital content and, where applicable, its interoperability;
- the possibility of resorting to conventional mediation in the event of a dispute;
- information relating to, and terms of termination and other important contractual conditions.

The fact for a natural person (or legal entity), to order on the website

<http://www.campingbaiedeterenez.com>emporte adhesion and full acceptance of these Terms and Conditions of Sale, which is expressly recognized by the Customer, who waives, in particular, to rely on any contradictory document, which would be unenforceable against the 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, transfer and delete data concerning them.

The persons concerned by the processing operations implemented also have the right to oppose at any time, for reasons relating to their particular situation, to a processing of personal data having as

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a legal basis the legitimate interest of the Service Provider, as well as the right to oppose commercial prospecting.