



Camping les Rives de Vilaine

8, Kercado 56130 FEREL

02-99-90-02-06 06-83-38-47-04
contact@campinglesrivesdevilaine.com

www.campinglesrivesdevilaine.com

GENERAL CONDITIONS OF SALE

“Tourism” accommodation or site booking by individuals

DEFINITIONS:

ORDER or RESERVATION or RENTAL: Purchase of the Services.

SERVICES: seasonal rental of accommodation or accommodation in «tourism».

ACCOMMODATION: Tent, caravan, mobile residence of leisure and light dwelling of leisure.

ARTICLE 1 - SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restriction or reservation, to any accommodation or bare pitch rental on the campsite Les Rives de Vilaine, operated by Mrs DELALANDE Marina, customers, on its website www.campinglesrivesdevilaine.com or by telephone, mail or e-mail (emails), or in a place where the Service Provider markets the Services. They do not apply to rentals for mobile homes that are the subject of a “leisure” contract.

The main features of the Services are presented on the website www.campinglesrivesdevilaine.com or in written form, paper or electronic, when booking by means other than a remote order. The Customer is required to take note of it before any order is placed. 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 for other marketing channels of the Services.

These General Terms and Conditions of Sale are accessible at any time on the website and will prevail, if applicable, over any other version or 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 of placing the Order by the Customer.

Unless proven otherwise, the data recorded in the Service Provider’s IT system constitutes proof of all transactions concluded with the Client.

Under the conditions defined by the Data Protection Act and the European Data Protection Regulation, the Customer has, at any time, a right of access, rectification, and opposition if the processing is not essential to the execution of the order and the stay as well as their consequences, to all of his personal data by writing, by mail or email justifying his identity, to:

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The Customer declares to have read and accepted these General Terms and Conditions of Sale or by ticking the box provided for this purpose before the implementation of the online Order procedure, as well as the terms and conditions of use of the website www.campinglesrivesdevilaine.com, or, in the case of booking outside the Internet, by any other appropriate means.

ARTICLE 2 – RESERVATIONS

The Client selects on the site or informs on any document sent by the Service Provider the services it wishes to order, according to the following procedures:

The booking validation is effective upon receipt of the deposit and the booking contract. This contract must include all the necessary information completed (Identity of the tenant and participants, date of stay, number of participants, age, presence of an animal, etc.). Any information not provided may invalidate the contract. The payment of the deposit can be done by credit card (on the website and at the reception of the campsite), by bank check, holiday cheque, cash (at the reception of the campsite) or bank transfer.

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

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

Any Order is nominative and cannot, under any circumstances, be assigned.

ARTICLE 3 – TARIFFS

The Services offered by the Service Provider are provided at the rates in effect on the website www.campinglesrivesdevilaine.com, or on any information medium of the Service Provider, when the order is placed by the Customer. The prices are expressed in Euros, excluding VAT.

The rates take into account any discounts that may be granted by the Service Provider on the website www.campinglesrivesdevilaine.com or on any information or communication medium.

These rates are firm and not reviewable during their validity period, as indicated on the website www.campinglesrivesdevilaine.com, in the email or in the written proposal addressed to the Customer. Beyond this period of validity, the offer lapses and the Service Provider is no longer bound by the prices.

They do not include processing and management fees, which are charged in addition, under the conditions indicated on the website www.campinglesrivesdevilaine.com or in the information (mail, mail, ...) communicated in advance to the Customer, and calculated prior to the placing of the Order.

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

An invoice is drawn up by the Seller (on request of the customer or sent by email) and delivered to the Customer at the latest at the time of payment of the balance of the price.

3.1. TOURIST TAX

There is no tourist tax, collected on behalf of the municipality/community of municipalities.

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ARTICLE 4 - TERMS OF PAYMENT

4.1. ADVANCE PAYMENT

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

A deposit corresponding to 25% of the total price of the supply of the Services ordered is required when placing the order by the Customer. It must be paid upon receipt of the final lease agreement and attached to the copy to be returned. It will be deducted from the total amount of the order.

It will not be refunded by the Service Provider in the event of cancellation of the stay due to the Customer less than **30** days before the scheduled arrival date (except in the cases provided for in article 6.4 of these general conditions).

The balance of the stay must be paid in full on the day of arrival for the rental. For empty pitches, the balance can be paid the day before the departure of the campsite.

4.2. PAYMENTS

Payments made by the Client shall not be considered final until the amounts due by the Service Provider have been effectively collected.

The delay in payment will result in the immediate liability of all sums due from the Client, without prejudice to any other action that the Service Provider is entitled to bring against the Client.

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 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 BENEFITS

5.1. PROVISION AND USE OF BENEFITS

The accommodation can be occupied from 16 hours on the day of arrival and must be vacated by 10 hours on the day of departure.

A bare space can be occupied from 14 hours on the day of arrival and must be vacated for 12 hours on the day of departure.

The accommodation and pitches are intended for a certain number of occupants for rent and can under no circumstances be occupied by a greater number of people.

The accommodation and pitches will be returned in the same state of cleanliness as at delivery. Otherwise, the tenant will have to pay a lump sum of 60 € for the cleaning. This amount will be requested upon arrival in the form of security deposit. Any deterioration of the accommodation or its accessories will give rise to an immediate restoration at the expense of the tenant. The end-of-lease inventory must be identical to the start-of-lease inventory.

5.2. SECURITY DEPOSIT

For the rental of a mobile home, a security deposit of € 200 is required of the Customer on the day of the delivery of the keys and is returned to him on the day of end of the rental under deduction of possible costs of restoration. For renting a canvas bungalow, the security deposit is 100 €.

This guarantee does not constitute a limit of liability.

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

No discount will be granted in the case of a delayed arrival, an early departure or a change in the number of people (whether for all or part of the planned stay). A refund may be made as part of a subscription prior to the cancellation insurance by the customer according to the conditions set by the insurance Campez Couvert.

6.1. AMENDMENT

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

Any request to reduce the length of stay will be considered by the Service Provider as a partial cancellation whose consequences are governed by article 6.3.

6.2. INTERRUPTION

A premature departure may not give rise to any refund from the Service Provider.

6.3. CANCELLATION

In case of cancellation of the Booking by the Customer after its acceptance by the Service Provider less than 30 days before the scheduled date of Reserved Hire, for any reason except force majeure, the deposit paid to the Booking, as defined in article 4 - TERMS AND CONDITIONS OF PAYMENT of these General Terms and Conditions of Sale shall be automatically vested in the Service Provider, as compensation, and shall not give rise to any refund. In all cases of cancellation, the processing and management fees (Article 3) will remain with the Service Provider.

6.4. CANCELLATION IN THE EVENT OF A PANDEMIC

6.4.1. In case of total or partial closure of the establishment during the dates of the booked stay (which is treated as a total or partial ban on the reception of the public, insofar as the Customer is directly concerned by the application of this measure) decided by the public authorities, and which is not imputable to the Service Provider, the sums paid in advance by the Customer for the reservation of the stay will be the subject of a refund within a period of 2 months.

However, the Service Provider cannot be held liable for additional compensation beyond this reimbursement of the sums already paid in connection with the reservation of the stay.

6.4.2. By way of derogation from the provisions of Article 6.3 CANCELLATION, any cancellation of the stay duly justified by the fact that the Customer would be affected by COVID 19 (infection) or other infection considered as a pandemic, or would be identified as a contact case, and that this situation would call into question his participation in the stay on the scheduled dates - will be done without severance, unless subscription to the Campez Couvert cancellation insurance.

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Any processing and management fees as provided for in the general terms and conditions will remain with the Service Provider. In all cases, the Customer must absolutely justify the event.

6.4.3. By way of derogation from the provisions of Article 6.3 **CANCELLATION**, in the event that the Client is forced to cancel the entire stay due to governmental measures not allowing participants to travel (general or local confinement, travel ban, border closure), even though the campsite is able to fulfil its obligation and accommodate the Customers, the Service Provider - issue a credit note corresponding to the sums paid by the Client, less the processing and management costs (Article 3) which will remain acquired by the Service Provider. This credit, non-refundable and non-transferable, will be valid for 18 months.

6.4.4 - In case of subscription by the Customer of a specific insurance covering the risks listed in article 6.4.2 or article 6.4.3, the insurance indemnities received by the Customer will be deducted from the amount of the asset, referred to in articles 6.4.2 or 6.4.3.

ARTICLE 7 - OBLIGATIONS OF THE CLIENT

7.1. CIVIL LIABILITY INSURANCE

The Client hosted on a site or in a hosting must be insured in civil liability. A certificate of insurance may be requested from the Client before the start of the service.

7.2. ANIMALS

Pets are accepted, under the responsibility of their owners. They are accepted on the basis of the packages available from the Service Provider and payable on site.

7.3. RULES OF PROCEDURE

An internal by-law is posted at the entrance of the establishment and at the reception. The Customer is obliged to take note of it and to respect it. It is available upon 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 defect of conformity or hidden defect, arising from a defect in the design or performance of the Services ordered.

In order to exercise its rights, the Customer must inform the Service Provider, in writing, of the existence of defects or defects of conformity within a maximum of 3 days from the provision of the Services.

The Service Provider shall refund or rectify or cause to be rectified (to the extent possible) the services deemed defective as soon as possible and at the latest within 5 days of the Service Provider's finding of the defect or defect. The refund will be made by credit on the Customer's bank account or by bank cheque addressed to the Customer.

The Service Provider's guarantee is limited to the refund of the Services actually paid by the Customer. The Service Provider may not be considered liable or defaulting for any delay or non-performance resulting from the occurrence of a case of force majeure usually recognized by the French jurisprudence.

The Services provided through the Service Provider's website www.campinglesrivesdevilaine.com comply with the regulations in force in France.

ARTICLE 9 - RIGHT OF RETRACTION

Activities related to the organisation and sale of stays or excursions on a specified date or period shall not be subject to the withdrawal period applicable to distance and off-site sales, in accordance with the provisions of Article L221-28 of the Consumer Code.

ARTICLE 10 – PROTECTION OF PERSONAL DATA

The Service Provider, the drafter of this document, implements personal data processing on the legal basis of:

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

- prospecting
- managing the relationship with its customers and prospects,
- the organisation, registration and invitation to Service Provider events,
- processing, execution, prospecting, production, management and follow-up of customer requests and files,
- writing acts on behalf of its clients.

Compliance with legal and regulatory obligations when it implements processing for the purpose of:

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

The Service Provider keeps the data only for the period necessary for the operations for which they were collected and in compliance with the regulations in force.

In this respect, the data of the customers are kept during the duration of the contractual relations increased by 3 years for the purposes of animation and prospecting, without prejudice to the obligations of conservation or the limitation periods.

For the prevention of money laundering and terrorist financing, the data are kept 5 years after the end of the relationship with the Service Provider. As regards accounting, they are kept for 10 years from the end of the accounting period.

Prospect data are kept for a period of 3 years if no participation or registration in the Service Provider's events has taken place.

The data processed are intended for authorised persons of the Service Provider.

Under the conditions defined by the French Data Protection Act and the European Data Protection Regulation, natural persons have a right of access to data concerning them, rectification, query, limitation, portability and erasure.

The persons concerned by the processing carried out also have a right to object at any time, for reasons relating to their particular situation, to the processing of personal data having as a legal basis the legitimate interest of the Service Provider, and a right to oppose commercial exploration.

They shall also have the right to lay down general and specific directives defining how they intend to exercise the rights

mentioned above after their death, the above-mentioned rights shall be exercised



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They shall also have the right to lay down general and specific directives defining how they intend to exercise the rights mentioned above after their death
-by e-mail to contact@campinglesrivesdevilaine.com

-or by post to the following address: Camping Les Rives de Vilaine
8 Kercado 56130 Férel, accompanied by a copy of a signed identity document.
Data subjects have the right to lodge a complaint with the CNIL.

ARTICLE 11 - INTELLECTUAL PROPERTY

The content of the website www.campinglesrivesdevilaine.com is the property of the Service Provider and its partners and is protected by French and international intellectual property laws. Any reproduction, distribution, total or partial use of this content is strictly prohibited and is likely to constitute an infringement offence.

In addition, the Service Provider remains the owner of all intellectual property rights in photographs, presentations, studies, designs, models, prototypes, etc., made (even at the Client's request) for the provision of the Services to the Client. The Customer is therefore prohibited from any reproduction or exploitation of said studies, designs, models and prototypes, etc., without the express, written and prior authorization of the Service Provider which may condition it to a financial consideration.

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

ARTICLE 12 - APPLICABLE LAW - LANGUAGE

These General Terms and Conditions of Sale and the resulting transactions are governed by and subject to French law. These General Conditions of Sale are written in French. Where they are translated into one or more foreign languages, only the French text shall prevail in the event of a dispute.

ARTICLE 13 – DISPUTES

Any disputes to which the purchase and sale transactions concluded pursuant to these general terms and conditions of sale may give rise, as regards their validity, interpretation, performance, their termination, consequences and consequences and which could not have been resolved between the Service Provider and the Client shall be submitted to the competent courts under the conditions of ordinary law.

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

In particular, he may have recourse free of charge to the following Consumer Ombudsman:

MEDICYS

SAS Médiation Solution

222 chemin de la bergerie 01800 Saint Jean de Niost
site : <https://www.sasmediationsolution-conso.fr>
email : contact@sasmediationsolution-conso.fr

ARTICLE 14 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The Customer acknowledges having communicated, prior to the placing of his Order, in a legible and understandable manner, these General Terms and Conditions of Sale and all the information and information referred to in articles L 111-1 to L111-7 of the Consumer Code, in addition to the information required pursuant to the Order of 22

October 2008 on 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 associated fees;
- information relating to the Service Provider's identity, postal, telephone and electronic contact details, and its activities, if they do not arise from the context;
- information on legal and contractual guarantees and their implementation procedures; the functionalities of digital content and, where applicable, its interoperability;
- the possibility of using conventional mediation in the event of a dispute;
- Information regarding, termination terms and other important contractual terms.

The fact that a natural person (or legal entity) orders on the website implies full acceptance and acceptance of these General Terms and Conditions of Sale, which is expressly recognized by the Customer, who renounces, in particular, to avail itself of any contradictory document, which would be inoperable to the Service Provider.