



## General rental conditions

In order to benefit from the services offered by SAS Camping de la Plage, we ask that you read these General Rental Conditions carefully. They govern the sale of rental stays and are valid from the time the order is placed to the exclusion of all other conditions. In all cases, the version applicable to the customer will be the one he has received in electronic format (.PDF) or paper when booking or accepted when requesting a reservation. The booking of a stay constitutes their unreserved acceptance. These conditions are presented in French, English, German and Dutch, but the French version serves as official reference. Any litigation or any dispute to which they could give rise, from their validity, to their interpretation, their execution or their realization, will be brought by the most diligent party before the Court of Commerce of Lorient and this, whatever the country of origin of the customer.

### 1. RESERVATIONS

**1.1** The customer must be a participant in the booked stay. All bookings are personal, under one name and may not, under any circumstances, be the subject of a total or partial transfer or sublet. SAS Camping de la Plage informs its customers that the sale of accommodation services provided on a specific date, or at a specific frequency, is not subject to the provisions relating to the 14-day withdrawal period applicable to distance selling.

**1.2 The rental fees (deposit + booking fees) must be paid upon receipt of the booking contract, of which a signed copy must be returned immediately.** The deposit will be deducted from the amount of the total fees, but not refunded if canceled less than 60 days before the scheduled date of arrival. Booking fees will not be reimbursed in any case. Cancellation insurance is optional (please refer to article 8). The balance of the stay must be paid in full 30 days before the date of arrival (under penalty of cancellation of the rental). You will not receive a reminder letter at the due date. No reduction will be granted in the event of a late arrival or early departure.

### 2. PRICES

The applicable prices are those indicated at the time of the reservation by e-mail or on the Internet. They are likely to change during the season and are given in euros, VAT included.

#### 2.1 PRICES INCLUDE

- Rental of equipped accommodation.
- The location for one car per rental in the campsite.
- Water, gas and electricity consumption.
- Access to campsite equipment (some equipment may be subject to payment of a supplement).

#### 2.2 PRICES DO NOT INCLUDE

- Tourist taxes.
- Cancellation insurance.
- Booking fees.

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- Additional options such as, a dog (2 maximum), sheets, a baby kit, an additional tent, paid activities offered by the campsite, bicycle rental, safe rental...
- The cleaning fee of 75 € if it is not done by the customer.
- The two security deposits with a minimum total amount of 175 €. This amount must be the subject of a separate payment (100 € security deposit and 75 € cleaning costs, by credit card or cash).

Additional services resulting from a voluntary or involuntary extension of the stay (early arrival, weather conditions, etc.) are the responsibility of the customer on the basis of current rates.

### **3. VALIDATION OF RESERVATIONS**

In all cases and regardless of the payment method chosen by the customer, SAS Camping de la Plage will acknowledge receipt of the reservation as soon as it is validated and will inform the customer by email or by any other means at its convenience, in accordance with the provisions of Article L121-19 of French Consumer Code. The data recorded by SAS Camping de la Plage constitute proof of all reservations and financial transactions between SAS Camping de la Plage and its customers. The amount owed by the customer is the amount indicated on the booking confirmation sent by SAS Camping de la Plage to the customer. In any event, SAS Camping de la Plage reserves the right to refuse any reservation in the event of an existing dispute with the customer, total or partial non-payment of a previous order by the customer, refusal of authorization of payment by bank card or by bank transfer from banking organizations, for non-payment or partial payment, SAS Camping de la Plage cannot be held liable under any circumstances as such.

### **4. PRODUCT AVAILABILITY**

The offers of stays and prices are valid as long as they are visible on the site, while stocks last. The stays offered for sale are described and presented with the greatest possible accuracy. However, errors or omissions may occur. SAS Camping de la Plage cannot be held liable. The photographs and texts illustrating the products are not contractual.

### **5. MINIMUM DURATION OF STAYS**

In principle, in high season, stays are at least 7 days. In low season, stays are 2 nights minimum.

### **6. CANCELLATIONS – MODIFICATIONS**

**6.1** The customer is the only responsible contact vis-à-vis SAS Camping de la Plage, in particular in terms of financial responsibility, particularly in the event of cancellation or total or partial modification of the stay. Any request to modify the criteria of your reservation must be sent in writing, preferably by email or postal letter.

The changes only concern the current season. No postponement to the following season will be accepted.

**6.2** If the modification is not accepted, the customer must complete his stay under the initial conditions or cancel it.

**6.3** Any modification (in the event of prior acceptance by SAS Camping de la Plage) of the type of mobile home or dates will be met with a 30 € invoice by SAS Camping de la Plage.

**6.4** Any stay started is due in full. No compensation will be granted in the event of a delayed arrival or early departure.

**6.5** If the modification of the stay before its beginning is due to SAS Camping de la Plage, the customer can:

- agree to participate in the modified stay (dates, place of stay and / or type of accommodation). In the event of an additional cost over the price of accommodation, SAS Camping de la Plage agrees to cover the price difference. In the event of a reduction in the cost SAS Camping de la Plage agrees to reimburse the customer for the price difference.
- cancel the stay, SAS Camping de la Plage will then reimburse the full amount paid (administration fees and cancellation insurance included).

## **7. IN CASE OF FORCE MAJEURE**

Within the settings of the Contract, the expression Force Majeure covers any event external to the will of the Party invoking it, irresistible, and having the effect of preventing the execution by the said Party of all or part of any of its obligations under the contract. The following events will be assimilated to an event of force majeure: administrative impossibility of travel, administrative closure of accommodation, closure of borders. This list is not exhaustive and each event must be judged on a case by case basis. The case of force majeure replaces the general rental conditions. **Thus, if the campsite is unable to accommodate a customer for a case of force majeure or if conversely, the customer is unable to travel for a case of force majeure, the reservation will be canceled and the customer will receive a credit voucher valid for 18 months in exchange for all sums paid (excluding booking fees and cancellation insurance); If after 18 months, the customer has not been able or has not wanted to use his credit voucher, this will be refunded.**

## **8. CANCELLATION INSURANCE**

Any cancellation must be reported within 48 hours of the event by sending a registered letter with acknowledgment of reception.

**SAS Camping de la Plage offers a paid option for cancellation and interruption of stay insurance, through its Campez Couvert contract with Gritchen – Tolède et associés.** This insurance can only be taken out when you request a reservation or when you pay your deposit. You should absolutely not subscribe to this insurance if the cancellation may be the consequence of an event which is known to you before the subscription. This insurance protects you in the event of serious illness, serious accident, death, redundancy, accident or theft of your vehicle or your caravan occurring on the (direct) journey to the place of stay or during your stay. The insurance will cover you in case of a cancellation, if your arrival is prevented by a random event that can be justified.

A more detailed information document can be sent to you on request.

In the event of a covered claim, the customer must:

- Notify Camping de La Plage of their withdrawal and notify Gritchen Tolède et Associés in writing of any claim likely to lead to coverage within 10 working days (period reduced to two working days in case of theft).

These periods starts from the knowledge by the insured of the loss likely to lead to the implementation of the guarantee.

After this period, the insured will forfeit any right to compensation if the delay has caused damage to the Company.

- Spontaneously declare to Gritchen Affinity the guarantees taken out on the same risk with other insurers.

## **9. CANCELLATION FEES**

If a cancellation occurs (the date taken into account being the date of receipt by SAS Camping de la Plage of a written request):

**9.1** More than 60 days before the stay: 10% of the total rental amount, or at least 30 euros as well as the additional costs (booking fees, insurance fees, etc.) will be billed.

**9.2** Between the 60th and the 30th day included before the stay: 20% of the total rental amount as well as additional costs (booking fees, insurance fees, etc.) will be billed.

**9.3** Between the 29th day and the 15th day included before the stay: 50% of the total rental amount as well as the additional costs (booking fees, insurance fees, etc.) will be billed.

**9.4** Less than 15 days before the stay or non arrival at the campsite: no refund.

**9.5** In all cases, the booking fees or any cancellation insurance costs will not be reimbursed.

## **10. IMPORTANT TO READ BEFORE ARRIVAL**

**10.1** The rentals 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

**10.2** In case of delay for your arrival, please notify us: in the absence of a written message from the tenant specifying that they had to postpone the date of their arrival, the rental becomes vacant 48 hours after the date of arrival mentioned on the rental contract and full payment for services remains required.

**10.3** On arrival, customers must:

- Go to the reception of Camping de La Plage with their booking confirmation printed or recorded on their smartphone.
- Deposit the correct amount for the security deposit.
- Present a valid official identity document.

**10.4** During the stay, any tenant agrees to respect and ensure that all the requirements of the internal regulations of the campsite are respected by people residing with them and under their responsibility. Any breach of these rules as well as these conditions may result in expulsion. Violent, abusive, racist or threatening behavior made against other customers or staff cannot be tolerated and will result in immediate eviction. In this case, no refund will be made.

**10.5** As Camping de la Plage is not a hotel, it cannot be held responsible for any loss or theft of personal belongings, injuries or damage that may occur to customers or their property during the stay. Customers are responsible for the surveillance of their personal items (bikes, clothes, etc.). Customers are invited to check with their insurance company to extend their own comprehensive home cover to the accommodation occupied on the campsite.

**10.6** Customers are required to take out civil liability insurance with the company of their choice.

**10.7** After registering the arrival of the customer, the staff will give them the key to the accommodation. It is the customer's responsibility to check their accommodation (inventory, cleanliness, etc.) and to report in writing any possible disappointment to the campsite representative, who will be present on the campsite, at the latest within 24 hours of arrival. Staff will do their best to fix it quickly.

No complaint will be taken into account after this period. Likewise, no incident occurring during the stay will be taken into account, if it has not been reported to the Camping de la Plage representative within 24 hours.

**10.8** Departures are between 8 a.m. and 10 a.m. An early or late departure may be accepted provided that authorization is requested from the reception manager.

**10.9** The mobile home will be returned in the same state of cleanliness as on arrival.

Otherwise, the tenant will have to pay a lump sum for cleaning (see prices). Any degradation of the accommodation or its accessories will result in immediate repair at the expense of the tenant. The end-of-rental inventory statement must be exactly the same as that at the start of the rental, any default must be paid by the tenant. In the event that the customer has chosen to pay the cleaning costs, these do not include the cleaning of dishes and kitchen utensils, the set must therefore be returned to a normal state of cleanliness. Otherwise, extra cleaning costs may be retained.

**10.9.1** Similarly any item broken, lost or damaged during the stay will be billed or must be replaced by the customer.

**10.9.2** The sum of 75 € will be deducted from the security deposit if the rental is not returned in a normal state of cleanliness.

**10.9.3** If the rental is returned in good condition, the security deposit will be destroyed.

**10.9.4** Any damage observed will be deducted from the security deposit. A supporting invoice will be provided to the customer. In the event that the deposit amount is exceeded, a supplement must be paid by the customer. This deposit does not constitute a limit of liability.

## **11. CAPACITY**

**11.1** For safety and insurance reasons, it is forbidden to exceed the number of occupants provided for per type of accommodation (children from 2 years old and onward being considered as an occupant). The campsite manager will refuse any person beyond the planned capacity.

SAS Camping de la Plage offers family holidays, with its accommodations being specially designed for this purpose. SAS Camping de la Plage reserves the right to refuse any reservation that is not in line with the capacities of the offered accommodations.

**11.2** The person making the reservation must be at least 18 years old, be legally capable of contracting in accordance with these General Conditions and guarantee the truthfulness and accuracy of the information given.

**11.3** The surnames, first names and ages of all participants, including newborns, must be communicated when booking. Any incorrect information may result in the cancellation of the reservation without delay. For obvious safety reasons (swimming pool, possible evacuation of the campsite in the event of a weather alert) or health reasons (possible hospitalization during the stay), minors unaccompanied by one of their legal administrators within the meaning of article 389 of the French Civil Code, are not admitted.

In addition, our campsite is not authorized, within the meaning of decree n ° 2002-883 of 3rd May, 2002 relating to the protection of minors during school vacations, professional holidays and leisure, to provide group or individual stays outside the family home of minors under the age of 18, unaccompanied by one of their legal administrators referred to in the previous paragraph.

Minors accompanied by their legal administrators are placed under the responsibility of the latter. It is strictly forbidden to leave them alone, unattended, within the campsite.

**11.4** The maps and photos of the accommodation are given for illustrative purposes. The layout and characteristics of the parts may vary slightly from one model to another.

## **12. IMAGE RIGHTS**

For its promotion, Camping de la Plage produces photographic and video supports. Their distribution being subject to express authorisation, for yourself or minors over whom you have authority, you will express your disagreement with respect to image rights as soon as you arrive.

## **13. INTERNAL RULES**

### **13.1 Admission requirements**

**To be allowed** to enter or settle on the campsite, you must have been **authorized by the manager** of the reception desk, or by the campsite manager.

The fact of staying on Camping de **LA PLAG**E implies acceptance of these regulations and the commitment to comply with them. **Any offense** may result in the expulsion of the perpetrator with recourse to law enforcement if necessary.

### **13.2 Reception desk**

**Reception is open every day**, including public holidays, from the campsite opening date to the closing date, from **9 a.m. to 7 p.m.** except for exceptional cases. There you will find all the information on campsite services, information on supply possibilities, sports facilities, tourist attractions in the area and various addresses and information that may prove useful.

### **13.3 Noise and silence**

Campsite customers are urged to avoid all noises and discussions that could disturb their neighbors. Sound devices should be adjusted accordingly. Door and boot closures should be as discreet as possible.

**There must be total silence between 10:30 p.m. and 8 a.m.**

### 13.4 Animals

Only cats and dogs are accepted (subject to authorization). In all cases, a maximum of two animals are allowed per rental. An additional price per animal will be requested.

1st and 2nd category dogs within the meaning of French legislation enforced on the day of the reservation are prohibited on all pitches of Camping de la Plage.

Pets should never be left to roam free. They should not be left alone on the campsite, even locked up, in the absence of their owners who are civilly responsible for them.

### 13.5 Visitors

Visitors may be admitted on the camp under the responsibility of the campers who receive them after authorization from the manager or his representative. Visitors are required to pay a **fee per visitor** to gain access to the campsite services and / or facilities (access to the swimming pool is not allowed, however).

Visitors must have left the site by 10:30 p.m. The Management reserves the right to intervene by applying the internal regulations, in the event of a breach thereof, by a final expulsion.

### 13.6 Traffic and vehicle parking.

Inside the campsite, vehicles must drive at a **speed limit of 10 km / h**. Only vehicles belonging to campers staying there can drive in the campsite. Parking should not obstruct traffic, nor prevent the installation of new arrivals.

**Traffic is prohibited between 10:30 p.m. and 8 a.m.**

### 13.7 Dress and appearance of installations

Everyone is required to refrain from any action which could adversely affect the **cleanliness, hygiene and appearance of the campsite**.

It is forbidden to throw polluted water on the ground or in the gutters. Household waste, waste of any kind, paper must be placed in the **correct containers** made available to campers.

Washing is strictly prohibited outside the sinks provided for this purpose. Laying laundry out to dry will be tolerated near mobile homes, provided it is discreet and does not disturb neighbors. It should never be done from trees.

Plantations and floral decorations **must be respected**. It is forbidden for the camper to drive nails in the trees, to cut branches, to make plantations. It is also not allowed to demarcate the site of an installation by personal means, nor to dig the ground. **The cost for any degradation** committed to the vegetation, to the fences on the ground or to the campsite installations **will be the responsibility of its author**.

### 13.8 Security

#### 13.8.1 Fire

Open fires and individual charcoal barbecues are strictly prohibited on pitches. A collective barbecue area is available to campers. Gas and electric barbecues are permitted.

**Fire extinguishers** are available to everyone. In case of fire, notify management immediately. A **first aid kit** is available at the reception desk.

#### 13.8.2 Theft

The management is responsible for objects left at the reception (individual safes) and has an obligation of surveillance. Immediately report to the manager the presence of any suspicious person on the campsite.

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However, customers remain responsible for their own possessions and are invited to take the usual precautions to safeguard their equipment.

### **13.9 Games**

No violent or bothersome games can be organized near or inside campsite facilities.

Games (ball, boules or rackets) hindering the movement of vehicles are prohibited in the campsite aisles.

### **13.10 Campsite director**

**He is responsible** for the order and the good running of the campsite. He has a duty to sanction serious breaches of the rules and, if necessary, to expel those responsible for such disturbances.

### **13.11 Management**

**The management takes no responsibility for any water or electricity cut (independent of the campsite facilities), flooding resulting from a storm, damage to tents or caravans following a storm, strong winds or tree resin.**

## **14. IN THE EVENT OF A DISPUTE**

In accordance with the provisions of Article L 612-1 of the French Consumer Code, any customer of the campsite may resort to a consumer mediator free of charge for the amicable resolution of a dispute that would oppose them to the campsite manager. The contact details of the consumer mediator to whom we report are electronically: **cm2c@cm2c.net** or by post : **Cm2c – 14 rue Saint Jean 75017 Paris – Tel 0033 609 20 48 86.**