

GENERAL CONDITIONS OF THE SALE

DEFINITIONS:

BOOKING or RESERVATION or RENTAL: Purchasing Services.

SERVICES: Rental accommodation or pitch.

ACCOMMODATION: Caravan, leisure mobile home and leisure home.

ARTICLE 1 - FIELD OF APPLICATION

These General Terms and Conditions of Sale apply, without restriction or reservation, to any accommodation or pitch rental on the Camping du Bugeau offered by the service provider, to non-professional clients, the client, on its website www.campingdubugeau.com.

The main characteristics of the services are written on the website www.campingdubugeau.com.

The client is required to read it before any order is placed. The choice and purchase of a service is the client's responsibility only.

The service provider's information is: CAMPSITE DU BUGEAU, 33, avenue des Lorientes, 44380 PORNICHE

These conditions apply to the exclusion of all other conditions, 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 will supersede, if necessary, any other version or any other contractual document.

Unless proven otherwise, the data recorded in the service provider's computer system constitutes proof of all transactions with the client.

The customer declares to have read these General Terms and Conditions of Sale and accepted them by ticking the box provided for that purpose before ordering online, as well as the General Terms and Conditions of Use of the website: <https://www.campingdubugeau.com>

As these General Terms and Conditions of Sale may be modified, the version applicable to the client's purchase is the one available on the website on the day of booking.

ARTICLE 2 – BOOKING

The client selects the services he/she wants to order via the website, according to the following process:

-Choose your type of accommodation (rental or pitch)

-Go to the booking bar and enter the dates you want for your stay.

-Check the criteria, write the number of people and validate.

- Choose your options, fill in the required information, and make the payment by credit card or dematerialised means of payment.

It is the client's responsibility to verify the accuracy of the booking and to immediately report any errors. The booking shall only be considered complete after the service provider has sent the client a booking confirmation by email.

Any booking made on the website www.campingdubugeau.com constitutes the formation of a contract closed at a distance between the client and the service provider.

Any order is nominative and may not, under any circumstances, be passed on to someone else.

ARTICLE 3 – PRICES

The services offered by the provider are available at the current prices on the website www.campingdubugeau.com and apply when the service provider confirms the booking. Prices are written in Euros, excluding VAT and including VAT.

The price takes into account any discounts that may be granted by the service provider on the website www.campingdubugeau.com.

These prices are firm and non-revisable during their period of validity and, as indicated on the website www.campingdubugeau.com, the service provider reserves the right to modify the prices at any time outside this period of validity.

They do not include processing and management fees, which are invoiced in addition, under the conditions indicated on the website www.campingdubugeau.com and calculated before the booking is made. The payment requested from the client corresponds to the total amount of the purchase, including these costs.

An invoice is issued by the seller and delivered to the client when the services that were booked are provided.

RATE CHANGES: Rates are dynamic and may change during the season. No claim may be made against Camping du Bugeau in the event of a difference in cost between two stays booked for the same period.

3.1. TOURIST TAX

The tourist tax, collected on behalf of the municipality, is not included in our prices. Its amount is determined per person and per day and varies according to the destination. It is to be paid at the time of booking.

ARTICLE 4 – CONDITIONS OF PAYMENT

4.1. DEPOSIT

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

A deposit corresponding to a percentage of the total price for the provision of the Services ordered is required when the order is placed by the Customer in accordance with the following conditions:

- 100% for stays on bare pitches of 3 nights or less.

- 30% for stays on bare pitches of more than 3 nights

- 30% for stays in rental accommodation

It must be paid on receipt of the final contract and enclosed with the copy to be returned. It will be deducted from the total amount of the order.

It cannot be reimbursed by the Provider if the Customer cancels.

The balance of the stay must be paid on the day of arrival for stays on bare pitches and 30 days before the date of arrival for stays in rental accommodation, failing which the booking will be cancelled.

4.2. PAYMENTS

Payments made by the Customer will only be considered final once the amounts due have been received by the Service Provider.

In the event of late payment and payment of the sums due by the Customer after the deadline set out above, or after the payment date set out in the notice sent to the Customer, penalties at the rate of 10% of the price, including tax, of the provision of the Services, will be automatically and by operation of law payable to the Service Provider, without any formality or prior notice of default being required.

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

4.3. NON-COMPLIANCE WITH PAYMENT TERMS AND CONDITIONS

In addition, the service provider reserves the right - in the event of non-compliance with the payment conditions and terms written above - to suspend or cancel the provision of the services ordered by the client and/or to suspend the performance of its contractual obligations.

4.4. MEANS OF PAYMENT

No additional costs, higher than the costs borne by the service provider for the use of a mean of payment may be invoiced to the client.

ARTICLE 5 - SERVICES

5.1. ACCOMMODATION

The mobile home is available from 4pm on the day of arrival and must be vacated by 10am on the day of departure.

The mobile homes are intended for a specific number of occupants for rentals and may under no circumstances be occupied by a larger number of people.

Accommodations and pitches shall be left in the same state as provided upon entry. Otherwise, the tenant will have to pay a fixed cleaning charge of 80 €. Any damage to the accommodation or its accessories shall be payable by the client. The inventory must be identical when checking in and checking out.

THE PITCH is available from noon on the day of arrival and must be vacated by noon on the day of departure.

The pitch shall be left in the same state as provided upon entry.

The balance of the stay must be paid on arrival.

Mobile homes, campersites and bare pitches are intended 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 accommodation and pitches must be returned in the same state of cleanliness as when delivered. If this is not the case, the tenant will be required to pay a lump sum of €80 for cleaning. Any damage to the accommodation or its accessories will be repaired immediately at the tenant's expense. The inventory at the end of the rental period must be exactly the same as at the beginning.

SECURITY DEPOSIT

As a guarantee of the provisions of the **ACCOMMODATION** article, a security deposit of 300 € is required from the client when the keys are handed over and is returned to him/her on the last day of the stay, after deducting any repair costs.

In the event of departure outside the opening hours of the reception, the security deposit will be returned by post within 8 days after departure, after deduction of any repair costs.

A deposit of €20 is required from each participant on the day of arrival in a bare pitch and is returned on the day of departure.

This guarantee does not constitute a limit of liability.

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

No reduction will be granted in case of a delayed arrival, early departure or a change in the number of persons (for either partial or full stay).

In the absence of a message from the CLIENT by any means specifying that he/she has had to postpone the date of arrival, the pitch or rental concerned will become available 24 hours after the date of arrival stipulated in the contract, and full payment for the services will still be required.
No reduction will be granted in the case of early departure in a rental or pitch (see the possibility of reimbursement under the cancellation insurance).

6.1. MODIFICATION

In the event of a change in dates or number of persons, the service provider will endeavor to accept requests to change the dates of the stay to the best of their ability within the limits of availability and this, without additional processing costs.
Any request to reduce the duration of the stay will be considered as a partial cancellation by the service provider.

6.2. INTERRUPTION

Early departure will not result in any refund from the service provider.

6.3. CANCELLATION

In the case of a cancellation concerning the booking by the client after its acceptance by the service provider, at least less than 30 days before the scheduled date of arrival, for any reason other than force majeure, the deposit paid for the booking, as defined in Article 4 – CONDITIONS OF PAYMENT of these General Terms and Conditions of Sale shall be automatically acquired by the

service provider and will not be refunded.

Less than 30 days before your arrival, the total amount of the rental, booking fees and insurance contribution are kept.

To obtain any compensation, you can purchase cancellation or interruption insurance at the time of booking.

The cancellation insurance is definitive and cannot be modified once the deposit is paid.

ARTICLE 7 - CUSTOMER LIABILITY

7.1. CIVIL LIABILITY

The client staying on a pitch or booking an accommodation must be insured for civil liability. An insurance certificate may be requested from the client before the start of the holiday.

7.2. PETS

Domestic animals are accepted (except dogs which are listed in France's 1st and 2nd categories), under the responsibility of their owners, subject to the packages available from the service provider and payable on site.

7.3. RULES AND REGULATIONS

The rules and regulations are put up at the entrance of the establishment and at the reception desk. The client is required to read and respect them.

ARTICLE 7 - LIABILITY OF THE SERVICE PROVIDER – GUARANTEE

The service provider guarantees the client -in accordance with the legal provisions and without additional payment- against any lack of conformity or hidden defect, resulting from a defect in the design or performance of the services booked.

In order to assert its rights, the client must inform the service provider, in writing, of the existence of defects or lack of conformity within a maximum period of 24 hours from the date of arrival. The service provider shall refund or rectify (to the best of their ability) the services deemed to be defective as soon as possible and at the latest within 8 days following the service provider's discovery of the defect. The refund will be made by transfer or by bank cheque sent to the client.

The service provider's guarantee is limited to the refund of the services actually paid for by the client and the service provider may not be considered responsible or in default for any delay or non-performance as a result to reasons of force majeure as defined by French law.

The services provided through the service provider's website www.campingdubugeau.com comply with the applicable regulations in France. The service provider shall not be held liable in the event of non-compliance with the country legislation where the services are provided. It is the responsibility of the client, who is solely responsible to choose and check the services requested.

ARTICLE 8 - RIGHT TO WITHDRAW

Activities related to the organisation and sale of stays or excursions on a specific date or period are not subject to the withdrawal period applicable to distance selling.

ARTICLE 9 - INFORMATION TECHNOLOGY AND FREEDOM

In line with Law 78-17 of January 6th 1978, it is reminded that the personal data requested from the client is necessary to process his/her order and create invoices.

This data may be communicated to any of the seller's partners responsible for the execution, processing, management and payment of the bookings.

The processing of information communicated via the website www.campingdubugeau.com has been declared to the CNIL (National Information Science and Liberties Commission).

The client has, in line with the current national and European regulations, a right of permanent access, modification, rectification and opposition to the information that concerns him/her.

This right may be exercised under the conditions and in line with what is written on the website www.campingdubugeau.com

ARTICLE 10 - INTELLECTUAL PROPERTY

The content of the website www.campingdubugeau.com is the property of the service provider and its partners and is protected by French and international intellectual property laws.

Any total or partial reproduction of this content is strictly prohibited and may constitute an infringement of copyright.

In addition, the service provider retains ownership of all intellectual property rights to photographs, presentations, studies, drawings, models, prototypes, etc., made (even if requested by the client) in order to provide the services to the client. The client therefore is not allowed to reproduce or use those studies, drawings, models and prototypes, etc., without the express, written and prior authorisation of the service provider, who may ask for a financial contribution.

ARTICLE 11 - APPLICABLE LAW – LANGUAGE

These General Terms and Conditions of Sale and the operations resulting from them are governed by and subject to French law.

These General Terms and Conditions of Sale are written in English. If they are translated into one or more foreign languages, only the French text will prevail in the event of a dispute.

ARTICLE 12 – DISPUTES

ALL DISPUTES -TO WHICH THE PURCHASE AND SALE TRANSACTIONS CONCLUDED IN LINE WITH THESE GENERAL TERMS AND CONDITIONS OF SALE MAY GIVE RISE, CONCERNING THEIR VALIDITY, INTERPRETATION, EXECUTION, TERMINATION, CONSEQUENCES, WHICH COULD NOT BE RESOLVED BETWEEN THE SERVICE PROVIDER AND THE CLIENT, SHALL BE SUBMITTED TO THE COMPETENT COURTS UNDER THE CONDITIONS OF COMMON LAW.

In any case, in the event of a dispute, the Client is informed that he may access a conventional mediation procedure or any other alternative dispute resolution method.

He may also pursue recourse -free of charge- to the following Consumer Ombudsman:

- Online: <https://cm2c.net/cm2c@cm2c.net>
- By post: 14 rue Saint Jean, 75017, PARIS
- Telephone Number: +33 (0)6 09 20 48 86

ARTICLE 13 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The client certifies having received -before booking his holiday- in a readable and understandable manner, these General Terms and Conditions of Sale and all the information and data in line with the Articles L111-1 to L111-7 of the Consumer Code, 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 concerning the service provider's identity, its address, telephone and electronic contact details, and its activities, if they are not apparent from the context;
- information concerning the legal and contractual guarantees and their implementation methods; the functionalities of digital content and, if applicable, its interoperability;
- the possibility of using conventional mediation in the event of a dispute;
- information concerning cancellation terms and conditions and other material contractual conditions.

For a natural or legal person, booking online on the website www.campingdubugeau.com implies full acceptance of these General Terms and Conditions of Sale, which is expressly acknowledged by the client, who waives, in particular, the right to rely on any contradictory document, which would not be enforceable against the service provider.