



TERMS OF SALES

Reservation of accommodation or "tourism" location by individuals

Provider's contact details :

- Camping de la Plage, exploité par SARL BRITTANYS,
- 30 avenue Pasteur 56750 DAMGAN,
- Tel : 02.97.48.10.41 ; courriel : info@camping-damgan.com ; Site web : www.camping-damgan.com

DEFINITIONS:

ORDER or RESERVATION or RENTAL: Purchase of Services.

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

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

ARTICLE 1 - SCOPE

These General Terms and Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or bare pitches on the grounds of Camping de la Plage in Damgan, operated by Sarl BRITTANYS ("the Service Provider"), to customers non-professionals ("Customers" or "the Customer"), on its website www.camping-damgan.com or by telephone, post or electronic mail (emails), or in a place where the Service Provider markets the Services. They do not apply to pitch rentals intended for the reception of mobile leisure residences (mobile homes) which are the subject of a "leisure" contract.

The main characteristics of the Services are presented on the website www.camping-damgan.com.

The Customer is required to read it 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 conditions of the Service Provider, and in particular those applicable to other Services marketing channels.

These General Conditions of Sale are accessible at any time on the website and will 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.

Unless proven otherwise, the data recorded in the Service Provider's computer 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 and justifying his identity, to: SARL BRITTANYS – 30 avenue Pasteur 56750 Damgan – info@camping-damgan.com

The Customer declares to have read these General Conditions of Sale and to have accepted them either by ticking the box provided for this purpose before the implementation of the online Order procedure, as well as the general conditions of use of the website www.camping-damgan.com, or, in the case of a reservation outside the Internet, by any other appropriate means.

ARTICLE 2 – RESERVATIONS

The Customer selects on the site or informs on any document sent by the Service Provider of the services he wishes to order, according to the following methods: request for estimate => Reservation option => Confirmation of reservation with sending of the reservation form => Payment of the deposit => Payment of the Balance

It is the Client's responsibility to verify the accuracy of the Order and immediately report any errors to the Service Provider. The Order will only be considered final after the Customer has been sent confirmation of the acceptance of the Order by the Service Provider, by e-mail or post.

Any Order placed on the website www.camping-damgan.com constitutes the formation of a contract concluded at a distance between the Customer and the Service Provider.

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

ARTICLE 3 – PRICES

The Services offered by the Service Provider are provided at the prices in force on the website www.camping-damgan.com, or on any information medium of the Service Provider, when the Customer places the order. The prices are expressed in Euros including VAT.

The rates take into account any reductions that may be granted by the Service Provider on the website www.camping-damgan.com or on any information or communication medium.

These rates are firm and non-revisable during their period of validity, as indicated on the website www.camping-damgan.com, in the email or in the written proposal addressed to the Customer. Beyond this period of validity, the offer is void and the Service Provider is no longer bound by the prices. They do not include processing and management costs, which are invoiced in addition, under the conditions indicated on the website www.camping-damgan.com or in the information (mail, email, etc.) previously communicated to the Customer, and calculated prior to placing 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 and given to the Customer at the latest when the Customer leaves.

3.1. TOURIST TAX

The tourist tax, collected on behalf of the Arc Sud Bretagne Community of Communes, is not included in the rates. Its amount is determined per adult and per day. It is to be paid when paying for the Service and appears separately on the invoice.

ARTICLE 4 - PAYMENT TERMS

4.1. DEPOSIT

Amounts paid in advance are installments. They constitute an advance on the total price owed 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 rental confirmation and attached to the copy to be returned. It will be deducted from the total amount of the order.

It will be subject to a total or partial refund depending on the date of cancellation according to the following scale:

Cancellation more than 60 days before your arrival: refund of the deposit.

Cancellation between 30 and 60 days before your arrival: proposal of a voucher usable for 12 months for the amount of sums already paid.

Cancellation less than 30 days before your arrival: no refund, the sums already paid are retained.

4.2. PAIEMENTS

Payments made by the Customer will only be considered final after effective collection of the sums due by the Service Provider.

In the event of late payment and payment of sums owed by the Customer beyond the time limit set above, or after the payment date appearing on the invoice sent to the latter, late payment penalties calculated at the rate of 10 % of the amount including tax of the price of the provision of the Services, will automatically and automatically be acquired by the Service Provider, without any formality or prior formal notice.

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

The balance of the stay must be paid in full 15 days before the date of arrival (under penalty of cancellation of this rental)

4.3. NON-COMPLIANCE WITH PAYMENT TERMS

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 remained without effect.

ARTICLE 5 - PROVISION OF SERVICES

5.1. PROVISION AND USE OF SERVICES

The accommodation or pitch can be occupied from:

- 2 p.m. on the day of arrival and must be released by 12 p.m. on the day of departure for stays on a bare pitch.

- 2 p.m. on the day of arrival and must be vacated by 12 p.m. on the day of departure for stays of 1 to 3 nights.

- 4 p.m. on the day of arrival and must be vacated by 10 a.m. on the day of departure for stays of 4 more nights.

The accommodations and pitches are provided for a determined number of occupants for rental and cannot under any circumstances be occupied by a greater number of people.

Accommodation and pitches will be returned in the same state of cleanliness as on delivery. Otherwise, the tenant will have to pay a lump sum of 70 € for cleaning. Any damage to the accommodation or its accessories will result in immediate repairs at the expense of the tenant. The inventory statement at the end of the lease must be strictly identical to that at the start of the lease.

5.2. SECURITY DEPOSIT

For accommodation rentals, a security deposit of €300 is required from the Customer on the day the keys are handed over and returned to him on the day of the end of the rental, subject to any deduction of the costs of repairs. This deposit does not constitute a limit of liability.

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

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

6.1. MODIFICATION

In the event of modification of the dates or the number of people, the Service Provider will endeavor to accept requests for modification of the date as far as possible within the limits of availability, and this without prejudice to any additional costs; it is in all cases a simple obligation of means, the Service Provider cannot guarantee the availability of a pitch or accommodation, or of another date; an additional charge may be requested in these cases.

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

6.2. INTERRUPTION

A premature departure cannot give rise to any reimbursement from the Service Provider.

6.3. ANNULATION

In the event of cancellation of the Reservation by the Customer after its acceptance by the Service Provider less than 30 days at least before the scheduled rental date reserved, for any reason whatsoever except force majeure, the deposit paid for the Reservation, as defined in article 4 - CONDITIONS OF PAYMENT of these General Conditions of Sale will be automatically acquired by the Service Provider, by way of compensation, and cannot give rise to any reimbursement.

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 reserved stay (which is assimilated to a measure of total or partial prohibition of 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 attributable to the Service Provider, the sums paid in advance by the Customer for the reservation of the stay will be reimbursed within a period of 3 months .

The Service Provider cannot, however, be held to additional compensation beyond this reimbursement of the sums already paid for 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 another infection considered to be part of 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 planned dates will give rise to the issuance of a credit note valid for 12 months, refundable at the end of the period of validity. In all cases, the Customer must imperatively justify the event making him eligible for this right to cancellation.

6.4.3. By way of derogation from the provisions of article 6.3 CANCELLATION, in the event that the Customer is forced to cancel the stay in full due to government measures that do not allow participants to travel (general or local confinement, travel ban, closure borders), even though the campsite is able to perform its obligation and welcome Customers, the Service Provider will give rise to the reimbursement of sums paid in advance.

6.4.4. In the event of subscription, by the Customer, of a specific insurance covering the risks listed in article 6.4.2 or in article 6.4.3, the insurance indemnities received by the Customer will be deducted from the amount of the reimbursement. .

ARTICLE 7 - CUSTOMER OBLIGATIONS

7.1. CIVIL LIABILITY INSURANCE

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

7.2. ANIMALS

Pets are accepted, under the responsibility of their masters and only in certain rentals (ask the Service Provider). They are accepted subject to the packages available from the Service Provider and payable on site.

7.3. INTERNAL RULES

Rules of procedure are displayed at the entrance to the establishment and at reception. The Customer is required to read and respect it. It is available on request.

ARTICLE 8 - SERVICE PROVIDER'S OBLIGATIONS - WARRANTY

The Service Provider guarantees the Customer, 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 execution of the Services ordered.

In order to assert his rights, the Customer must inform the Service Provider, in writing, of the existence of defects or lack of conformity within a maximum period of 1 day 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 5 days of the finding, by the Service Provider, of the defect or defect. Reimbursement will be made by crediting the Customer's bank account or by bank check addressed to the Customer.

The Service Provider's guarantee is limited to reimbursement of the Services actually paid for by the Customer. The Service Provider cannot be considered responsible 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 via the Service Provider's website www.camping-damgan.com comply with the regulations in force in France.

ARTICLE 9 - RIGHT TO RETRACT

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 the article L221-28 of the Consumer Code.

ARTICLE 10 – PROTECTION OF PERSONAL DATA

The Service Provider, drafter of these presents, implements the processing of personal data which has the legal basis:

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

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

● Either compliance with legal and regulatory obligations when implementing processing for the purpose of:

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

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

In this respect, customer data is kept for the duration of the contractual relationship increased by 3 years for the purposes of animation and prospecting, without prejudice to storage obligations or limitation periods.

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

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

The data processed is intended for the authorized persons of the Service Provider.

Under the conditions defined by the Data Protection Act and the European Data Protection Regulation, individuals have a right of access to data concerning them, rectification, interrogation, limitation, portability, 'erasure.

The persons concerned by the processing implemented also have the 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, as well as a right of opposition to commercial prospecting. They also have the right to define general and specific directives defining the way in which they intend to exercise, after their death, the rights mentioned above.

- by e-mail to the following address: info@camping-damgan.com
- or by post to the following address: SARL BRITTANYS, 30 avenue Pasteur 56750 Damgan 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 website www.camping-damgan.com is the property of the Service Provider and its partners and is protected by French and international laws relating to intellectual property.

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

In addition, the Service Provider remains the owner of all intellectual property rights to the photographs, presentations, studies, drawings, models, prototypes, etc., produced (even at the request of the Client) with a view to providing the Services to the Client. The Client is therefore prohibited from any reproduction or use of said studies, drawings, models and prototypes, etc., without the express, written and prior authorization of the Service Provider, who may condition it on 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 it.

ARTICLE 12 - APPLICABLE LAW - LANGUAGE

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

These General 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 prevail in the event of a dispute.

ARTICLE 13 – DISPUTES

All disputes to which the purchase and sale transactions concluded in application of these general conditions of sale could give rise, concerning their validity, their interpretation, their execution, their termination, their consequences and which could not have been 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 he may in any case have recourse, in the event of a dispute, to a conventional mediation procedure or to any other alternative method of dispute resolution.

In particular, he may have free recourse to the Consumer Mediator.

ARTICLE 14 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The Customer acknowledges having had communication, prior to placing his Order, in a readable and understandable manner, of these General Conditions of Sale and of all the information and information referred to in Articles L 111-1 to L111-7 of the Code of consumption, in addition to the information required pursuant to the decree of October 22, 2008 relating to the prior information of the consumer 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 related costs;
- information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if they are not apparent from the context;
- information relating to legal and contractual guarantees and their implementation methods; 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 the terms of termination and other important contractual conditions.

The fact for a natural (or legal) person to order on the www.camping-damgan.com website implies full and complete acceptance and acceptance of these General Terms and Conditions of Sale, which is expressly acknowledged by the Customer, who waives, in particular, to rely on any contradictory document, which would be unenforceable against the Service Provider.