



## **TERMS AND CONDITIONS OF SALES**

These conditions govern the sales of stays and are valid at the time the order is placed. Booking a stay implies full acceptance of our terms and conditions of sales.

### **A. BOOKING CONDITIONS**

- 1) The booking of a camping pitch or of an accommodation is made in the name of one specific tenant, and can under no circumstance be sublet or transferred to another person without the prior agreement of the campsite 'Camping de la Baie'.
- 2) All bookings are subject to the acceptance of the campsite 'Camping de la Baie'. The campsite 'Camping de la Baie' is free to accept or refuse a booking, depending on availability, and in general, any circumstances that could affect the execution of the reservation made. The campsite 'Camping de la Baie' offers families holidays, in the traditional sense; the accommodations are specifically designed for this purpose. The campsite 'Camping de la Baie' reserves the right to refuse any reservation which would be contrary to this principle or which would seek to divert it.
- 3) Minors (persons under 18 years of age) must be accompanied by their parents or legal guardians.
- 4) The pitches or accommodations numbers are not guaranteed. In the event of the need for planning or in the event of force majeure, the management reserves the right to change the pitch or accommodation number.
- 5) Camping pitches: the basic package includes the pitch for a tent, caravan or camper van for 1 or 2 persons, a single vehicle, access to the sanitary facilities and the reception facilities. Accommodation rentals: The accommodation is equipped. The capacity is 4 to 7 persons depending on the type of accommodations. Only one vehicle is accepted. The campsite 'Camping de la Baie' reserves the right to refuse access to groups or families arriving with a number of participants greater than the capacity of the rented accommodation. No installation or additional child tent are accepted next to the accommodation.
- 6) The rental fees (deposit + booking fees) must be paid upon receipt of the rental contract which has to be returned duly completed and signed. The deposit will be deducted from the amount of the royalties. The booking fees will not be reimbursed in any case. Cancellation insurance is available as an option (please refer to article C).
- 7) **Pitch rental :**
  - a. The reservation contract must indicate the names, first names and dates of birth of each person planned, the telephone number as well as the address, the type of installation (tent, caravan, motorhome, with or without electrical connection), the length of stay (arrival and departure dates)
  - b. The pitch will be available from 2 p.m. on the day of arrival and must be vacated by 12 noon on the day of departure.
  - c. You must attach to the duly completed reservation contract a sum of 30% down payment deductible from the amount of the stay + the non-deductible reservation costs. The balance is to be paid in full 30 days before the arrival day (under penalty of cancellation of this rental).
  - d. No reduction will be granted in the event of a delayed arrival, an early departure or a modification of an element of the estimated quote (whether for all or part of the planned stay).
  - e. Additional days, facilities and people not included in the original contract will be paid on arrival.
  - f. Please remember to come with extension lead and European adaptor.
- 8) **Accommodation rental :**
  - a. The accommodations 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.
  - b. You must attach to the duly completed reservation contract a sum of 30% deductible from the amount of the stay + the non-deductible reservation costs. The balance of the stay must be paid in full 30 days before the date of arrival (under penalty of cancellation of this rental). No reduction will be granted in the event of a delayed arrival, an early departure or a modification of an element of the estimate quote (whether for all or part of the planned stay).
  - c. The accommodations are rented for a specified number of people. The campsite 'Camping de la Baie' reserves the right to refuse access to groups or families arriving with a number of participants greater than the capacity of the rented accommodation. No installation or additional child tent are accepted next to the accommodations.

- 9) Animals are accepted at the campsite for a fee payable at the time of your reservation, with the exception of 1st and 2nd category dogs. When authorized, they should be kept on a leash at all times. They are prohibited around swimming pools, in food stores and in buildings. The vaccination record for dogs and cats must be up to date.
- 10) The accommodation will be left in a perfect state of cleanliness and the inventory can be checked. Any broken or damaged item will be at your expense, as well as the repair of the premises if necessary. The deposit will be returned to you at the end of your stay after deduction of the compensation retained, on a supporting invoice, for any damage observed. The withholding of the deposit does not exclude additional compensation in the event that the costs exceed the amount of the deposit. If the accommodation has not been cleaned properly before your departure, you will be charged a cleaning fee of 50.00 € per hour of cleaning. Cleaning charge (bookable at the latest on the day of your arrival).
- 11) As a guarantee of the provisions of article A 10, a deposit of 250 € by credit card is required from the tenant of a rental on the day the keys are handed over and is returned to him following the inventory at the end of the stay under possible deduction of repair costs. This deposit does not constitute a limit of liability.
- 12) It is the camper's responsibility to ensure: the camper is responsible for monitoring his personal belongings (bicycle, etc.). The campsite 'Camping de la Baie' declines all responsibility in the event of theft, fire, bad weather, etc. and in the event of an incident involving the civil liability of the camper.
  - All customers must comply with the rules of the internal regulations.
  - Each tenant in title is responsible for the disturbances and nuisances caused by the people who stay with him or visit him.
  - The tenant must be insured against civil liability.

### 13) PRICES AND TOURIST TAX

- Prices may vary depending on the date of booking. To find out the exact current price, consult our website [www.campingdelabaie.com](http://www.campingdelabaie.com) or contact our campsite directly. They correspond to one night and are expressed in euros, VAT included.
- The campsite 'Camping de la Baie' is likely to apply promotional offers during the season (periods and products to be determined). These offers and promotions are not retroactive.
- The amount of the tourist tax is defined each year by the municipality.

14) VISITORS AND SUPPLEMENTS : Visitors must register and any supplement must be paid at reception. Access to the swimming pools and entertainment is not permitted to visitors. The vehicle must park outside the campsite.

15) BARBECUES : Charcoal barbecues are strictly prohibited, except in common areas (3 on the campsite). Only gas or electric barbecues are allowed on the pitches.

## B- CANCELLATIONS AND AMENDMENTS

### 1. Amendment or cancellation of your booking

- In the event of a cancellation :
    - more than 30 days before the date of arrival, a full refund of the deposit paid (cancellation insurance fee and booking fee excluded) will be granted
    - within 30 days of the arrival date or in case of no-show the outstanding balance of the booking is due
- In case of a delay for your arrival, please advise us: in the absence of a written message from the tenant specifying that he had to postpone the date of his arrival, the rental becomes vacant 24 hours after the date of arrival mentioned on the rental contract and full payment for services remains due.

2. Unused services: any stay not consumed, interrupted, or shortened (late arrival, early departure) by you will not entitle you to a refund.

3. Cancellation at the initiative of the campsite 'Camping de la Baie': in the event of a cancellation due to the campsite, the sums paid will be refunded, except in cases of force majeure. This cancellation may not, however, give rise to the payment of damages.

4. Interruption at the initiative of the camper : in the event that the stay is interrupted by a customer who has not taken out insurance, the campsite 'Camping de la Baie' will in no case reimburse the sums paid and/or due.

The 7-day right of withdrawal does not apply to outdoor accommodation industry. Therefore, no refund will be made (excluding cancellation conditions).

## 5. CANCELLATION IN CASE OF PANDEMIC

- a) In the event of total or partial closure of the establishment during the dates of the reserved stay decided by the public authorities (which is assimilated to a measure of total or partial ban on reception of the public, insofar as the customer is directly concerned by the application of this measure), and which is not attributable to the campsite, Camping de la Baie, the sums paid in advance by the customer for the reservation of the stay will be reimbursed within 15 days.

However, the campsite, Camping de la Baie, cannot be held liable for additional compensation beyond this reimbursement of sums already paid for the reservation of the stay.

- b) Notwithstanding the provisions of article **B-1. Modification or cancellation of your reservation**, in the event that the customer is forced to cancel the entire stay due to government measures not allowing participants to travel (general confinement or local, travel ban, border closures), even though the campsite is able to fulfill its obligation and welcome customers, Camping de la Baie will reimburse amounts paid in advance.

## C- CANCELLATION INSURANCE

The campsite 'Camping de la Baie' proposes cancellation and interruption insurance in the rental contract via the partner Assur Travel: 2.6% of the amount of the stay (Covid 19 extension included). In the event of cancellation, the customer must imperatively notify the campsite of his withdrawal upon the occurrence of an event preventing his departure by postmail or email. If the cause of the claim is provided for in the general conditions (available at [www.assur-travel.fr](http://www.assur-travel.fr) or at the campsite), the customer must notify the insurer within 48 hours and provide all the necessary information and supporting documents :

- via Internet : [https://souscription.assur-travel.fr/index.php?vue=espace\\_partenaire](https://souscription.assur-travel.fr/index.php?vue=espace_partenaire)
- by e-mail : [contact.gestion@assur-travel.fr](mailto:contact.gestion@assur-travel.fr)
- by postmail : Assur Travel – Service Indemnisation, 99 rue Parmentier – Zone d'Activité Actiburo 59650 VILLENEUVE D'ASCQ

For more information, all the general insurance conditions can be viewed on the website [www.assur-travel.fr](http://www.assur-travel.fr)

In the event of interruption or cancellation of the stay by a customer who has not taken out insurance, the campsite 'Camping de la Baie' will not reimburse the sums paid and/or due under any circumstances.

## D- MEDIATION

In the context of a dispute, you have the option of contacting us as follows:

- sending an email to [contact@campingdelabaie.com](mailto:contact@campingdelabaie.com)
- sending a letter by recorded delivery to Camping de La Baie - 45 rue de Kervillen - 56470 La Trinité sur Mer.

You also have the possibility of involving a consumer mediator, within a maximum period of one year from the date of the written complaint with recorded delivery, by submitting a request online on the following website <https://www.cm2c.net> by mail (contact form online) : CM2C – 14 rue Saint Jean – 75017 Paris

## E- LITIGATION

In the event of litigation, the Commercial Court of Lorient has sole jurisdiction. Any possible complaint concerning the non-conformity of the services in relation to the contractual commitments must be reported in writing with recorded delivery to the campsite La Baie.

## F- RESPONSIBILITY OF CAMPING DE LA BAIE

The customer expressly acknowledges that the camping de la Baie cannot be held responsible in the event of incorrect information communicated by its partners or by third parties, as well as via any other paper or digital medium (brochure, website Internet, social networks ...) concerning the campsite and in particular the photos, activities, services and dates of operation. All photos and texts used in the brochure, on the campsite website, social networks and partner sites are non-contractual and are only indicative. It may happen that certain activities or facilities offered and indicated in the descriptions appearing on these communication media are deleted, in particular for climatic reasons or in the event of force majeure as defined by the French courts.

## **G- INFORMATION TECHNOLOGY AND FREEDOM**

In accordance with the general data protection regulations of May 25, 2018, we ensure the best level of protection for your personal information. Your data is used to guarantee you a quality service with optimum processing of your reservations and personalised communication concerning the campsite La Baie. You can find our personal data protection charter by simple request. The information you provide us with when making your reservation is confidential and will not be passed on to any third party. They will be used exclusively for processing your reservation as well as for personalised communication concerning the campsite La Baie. In accordance with the Data Protection Act of January 6, 1978, you have the right to access, rectify, and oppose personal data concerning you. To do this, simply send us a request by mail to the following address, indicating your name, first name and address: Camping de la Baie - 45 rue de Kervillen - 56470 la Trinité sur mer.

## **H- IMAGE RIGHTS**

Camping de la Baie, as well as any person designated by Camping de la Baie to replace it, reserves the right to use any photographic, video, sound or recording medium where you may appear in order to his subsequent publications. This authorisation is valid both for you and for the people staying with you. Its sole purpose is to ensure the promotion and animation of establishments and may not in any way damage your reputation. This authorisation is granted free of charge, for all countries and for a period of 5 years.