

GENERAL CONDITIONS OF SALE
Reservation of accommodation or 'tourism' pitch by private individuals

Provider's contact information:

- Camping Le CLOS DU BLAVET
SARL LANDAIS
RCS de LORIENT
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Internet site: www.campingleclosdublavet.fr

DEFINITIONS:

ORDER or RESERVATION or RENTAL: Purchase of Services

SERVICES: seasonal rental of accommodation or of an empty « tourism » pitch

ACCOMMODATION: Tent, caravan, mobile home and light leisure home.

FIRST ARTICLE – SCOPE OF APPLICATION

The current General Conditions of Sale apply, without restriction or reserve, to all accommodation or empty pitch rentals on the campsite LE CLOS DU BLAVET, run by SARL LANDAIS, to non-professional clients (« The Clients » or « The Client ») on its Internet site

www.campingleclosdublavet.fr or by telephone, post mail or electronic mail (email) or in the places where the provider sells his services. They do not apply to pitch rentals destined for use by mobile homes which are subject to a Leisure Contract.

The main characteristics of the services are shown on the internet site www.campingleclosdublavet.fr or in written (paper or electronic) form in the cases where reservations are made by means other than remote orders.

The client is held responsible for taking note of these rules before placing any orders. The choice of the purchase of a service is the sole responsibility of the Client.

The current General Conditions of Sale apply to the exclusion of all other conditions of the Provider, and in particular those applicable to other marketing channels of the Services.

The current General Conditions of Sale can be accessed on the Internet site at any time and will prevail, if needs be, on all other versions or all other contractual documents. The version applicable to the Client is that in force on the internet site or communicated by the Provider at the date of the order being placed by the Client.

Without proof to the contrary, the data registered in the information system of the Provider constitutes the proof of the entirety of the transactions concluded with the Client.

In the conditions defined by the law of freedom of information and the European data protection rules, the Client has, at all times, the right to access, and rectify, and oppose, if the processing isn't indispensable to the execution of the order and the following stay, the whole of the personal data in writing, by post mail and justifying his identity to:

SARL LANDAIS – Camping LE CLOS DU BLAVET – 2 Lieu-dit La Couarde – Bieuzy – 56310 Pluméliau-Bieuzy

The Client declares to have read and understood the Current General Conditions of Sale and to have accepted them either by ticking the box to this effect before implementing the Order online, as well as the general conditions of use of the internet site www.campingleclosdublavet.fr, or, in the case of reservations made outside of the Internet, by all other means appropriate.

ARTICLE 2 – RESERVATIONS

The client selects on the site or becomes informed on all the documents posted by the Provider of the services that he wishes to order, according to the following methods:

On the internet site:

- Select the icon 'reserve' then :
- The dates of your stay
- The number of people (adults, children)
- The type of accommodation or pitch
- Complete the marital status of each participant
- The chosen options
- Finalise the order
- Select a payment method for the deposit
- Pay the deposit

An email confirming the reservation will be sent to you.

An email of settlement of the balance for accommodations will be sent 30 days before the start of the stay.

The payment of the balance for accommodations must be made 30 days prior to the start of the stay.

The payment of the balance for pitches will be made at the start of the stay.

An email will be sent to you on reception of the payment of the balance for accommodations.

By telephone or by post:

Indicate to us your wishes. (Date of stay, type of accommodation, number of people (adults, children), and marital status of each participant).

A quote or pre-booking advice according to your requirements will be sent to you by email.

The reservation of your stay is only effective after the reception of the contract and the payment of the deposit.

An email of confirmation of your reservation will be sent to you.

An email of settlement of the balance for accommodations will be sent 30 days before the start of the stay.

The payment of the balance for accommodation must be made 30 days prior to the start of the stay.

The payment of the balance for pitches will be made at the start of the stay.

An email will be sent to you on reception of the payment of the balance for accommodations.

It is the responsibility of the Client to verify the accuracy of the order and to notify the Provider immediately of any errors. The order will only be considered final after the Client has sent confirmation and the Provider has accepted the order, by electronic mail or by post, or by signature of the contract in the case of reservations made directly in places where the Provider offers his Services.

All orders passed on the internet site www.campingleclosdublavet.fr constitute the formation of a contract concluded remotely between the Client and the Provider.

The order is not transferable under any circumstances.

ARTICLE 3 – TARIFS

The Services offered by the Provider are supplied at the tariffs in force on the internet site www.campingleclosdublavet.fr, or on all supporting information of the Provider, during the placing of the order by the Client. The prices are shown in Euros, (before Tax and Including Tax).

The tariffs take into account any discounts agreed by the Provider on the internet site www.campingleclosdublavet.fr or on all supporting information or communications.

These tariffs are firm and not subject to change during their period of validity, as indicated on the internet site www.campingleclosdublavet.fr, in emails or in written offers sent to the Client. Beyond this period of validity, the offer is lapsed and the Provider is no longer committed to these prices.

An invoice is generated by the Seller and given to the Client no later than the date by which the balance of payment is made.

3.1 TAXE DE SEJOUR

The tax de sejour, collected on behalf of the commune/community of communes is not included in the tariffs. The amount is determined by person, by day and is variable according to the purpose. It is to be settled during the payment of the Service and is shown separately on the invoice.

ARTICLE 4 – CONDITIONS OF PAYMENT

4.1 DEPOSIT

The amounts transferred in advance are the deposits. They represent a part-payment on the total amount owed by the Client.

A deposit equates to 30% of the total price of the supply of Services ordered during the placing of the order by the Client. It must be settled on reception of the final rental contract and returned attached to a copy of the said contract. It will be deducted from the total amount of the order.

No refunds will be given by the Provider as a result of cancellation by the Client. (Except in cases foreseen by Article 6.4 of the current general conditions).

The balance of the stay must be settled in full 30 days before the date of arrival for the accommodations (or risk cancellation of this rental).

The balance of the stay must be settled in full on the day of arrival for the pitches.

The provider offers a cancellation and interruption insurance in your rental contract. Our partners Gritchen Affinity undertake to reimburse all or part of the stay of our holiday makers. In the event of cancellation, notify the campsite of your renunciation due to the occurrence of an event preventing your departure by letter or email. If the reason is foreseen in the general conditions (available on the site www.campez-couvert.com or near the campsite), notify the insurer within 48 hours and supply all the necessary information and supporting documents.

4.2 PAYMENTS

The payments made by the Client will only be considered final after encashment of the amounts due by the Provider.

In the event of late payment and the transfer of the amounts due by the Client beyond the period allowed above, or after the date of payment shown on the applicable invoice, late payment fees calculated at a rate of 10% of the amount (including tax) of the supply of Services will be established by right of the Provider without any formality or prior notice.

Late payment will lead to the immediate demand of the sums due by the Client, without prejudice to any other action that the Provider would be entitled to initiate to the contrary of the Client.

4.3 NON-RESPECT OF THE CONDITIONS OF PAYMENT

In addition, the Provider reserves the right, in the event of non-respect of the conditions of payment shown above, to suspend or cancel the supply of Services ordered by the Client and/or suspend the execution of his obligations after formal notice results in no effect.

ARTICLE 5 – SUPPLY OF BENEFITS

5.1 PROVISION AND USE OF BENEFITS

Accommodation and pitches can be occupied from 5.00pm on the day of arrival and must be vacated by 10.00am on the day of departure.

The balance of the amount owed for the stay must be settled in full

- 30 days before the date of arrival for accommodations (or risk cancellation of this rental)
- The day of arrival for pitches.

Accommodations and pitches are planned for the number of occupants determined at the time of rental and in no circumstances may the number of occupants exceed this number.

The accommodations and pitches must be left in the same state of cleanliness as on arrival. Failing this, the Client must forfeit an amount of 60€ for cleaning. Any damage to the accommodation or accessories will be immediately paid for by the Client. The inventory list at the end of the rental period must be absolutely identical to that at the beginning of the rental period.

5.2 GUARANTEE DEPOSIT

For the rental of accommodation, a guarantee deposit of 250€ is payable by the Client on the day of receipt of the keys and is returned to him on the last day of the rental period after the deduction of any forfeits due.

This caution does not constitute a limit of responsibility.

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

No reduction will be given in the event of a delay in arrival, a change in departure or a modification in the number of people (whether for the entire or partial planned stay).

The provider offers a cancellation and interruption insurance in your rental contract. Our partners Gritchen Affinity undertake to reimburse all or part of the stay of our holiday makers. In the event of cancellation, notify the campsite of your renunciation due to the occurrence of an event preventing your departure by letter or email. If the reason is foreseen in the general conditions (available on the site www.campez-couvert.com or near the campsite), notify the insurer within 48 hours and supply all the necessary information and supporting documents.

6.1 MODIFICATION

In the case of modification of the dates or the number of people, the Provider will strive to accept as far as possible requests to modify the date, subject to availability, and without prejudice to the possibility of potential additional fees; it is in every event a question of finding a solution, the Provider cannot guarantee the availability of a pitch or accommodation, or another date; a cost supplement could be demanded in these events.

All requests for a reduction in the length of the stay will be considered by the Provider as a part-cancellation of which the consequences are detailed in article 6.3.

6.2 INTERRUPTION

An early departure will not give place to any refund on the part of the Provider.

6.3 CANCELLATION

In the event of cancellation of the reservation by the Client after its acceptance by the Provider, for whatever reason, the deposit paid on reservation, as so defined in Article 4 – **CONDITIONS OF PAYMENT** of the current General Conditions of Sale will be retained by the Provider as compensation, and will not give rise to any refund.

The provider offers a cancellation and interruption insurance in your rental contract. Our partners Gritchen Affinity undertake to reimburse all or part of the stay of our holiday makers. In the event of cancellation, notify the campsite of your renunciation due to the occurrence of an event preventing your departure by letter or email. If the reason is foreseen in the general conditions (available on the site www.campez-couvert.com or near the campsite), notify the insurer within 48 hours and supply all the necessary information and supporting documents.

6.4 CANCELLATION IN THE EVENT OF A PANDEMIC

6.4.1. In the event of full or partial closure of the establishment during the dates of the reserved stay (to which compares to a measure of a total or partial ban on receiving the public, in the circumstances where the Client is concerned directly by this measure) decided by the public powers and which is not attributable to the Provider, the amounts paid in advance by the Client in respect of the reservation of the stay will be refunded within 60 days.

The provider will not however be held responsible for compensation above the amount of money already transferred in respect of the reservation of the stay.

6.4.2. By dispensation of the provisions of Article **6.3 CANCELLATION**, all cancellations of stays justified by the fact that the Client has contracted the COVID 19 (infection) or other infection as considered relevant to the pandemic, or has been identified as a contact case, and that this situation puts into question his ability to take his stay on the planned dates will entitle him to a credit note valid for 18 months, non-refundable.

The Client must fully justify this circumstance in order to make him eligible for this cancellation right.

6.4.3. By dispensation of the provisions of Article **6.3 CANCELLATION**, in the situation where the Client has to cancel the stay in its entirety due to government measures preventing them from travelling (general confinement, local confinement, travel restrictions, border closures), then even though the campsite is able to welcome clients, the Provider

- will issue a credit note to the value of the amounts already paid by the Client, after deduction of administration fees (article 3) due to the Provider. This credit note, non-refundable and non-transferable, will be valid for 18 months.

6.4.4. In the event of subscription, by the Client, a specific insurance policy covering the risks numbered in Article 6.4.2 or Article 6.4.3, the insurance indemnities received by the Client will be deducted from the amount of the credit note, in relation to Articles 6.4.2 or 6.4.3.

ARTICLE 7 – OBLIGATIONS OF THE CLIENT

7.1 CIVIL LIABILITY INSURANCE

Clients lodged on a pitch or in accommodation are obliged to hold civil liability insurance. An insurance certificate could be demanded from the Client before the provision of benefits starts.

7.2 ANIMALS

Pets are allowed, under the responsibility of their owners, under the following conditions:

Dogs of 1st and 2nd Category are not accepted. Dogs must be kept on a lead, vaccinated and must present a certificate of vaccination of the animal.

Cats are accepted as long as they are clean, vaccinated and must present a certificate of vaccination of the animal.

All other animals are not accepted (rodents, birds, frogs and toads, reptiles, spiders etc.).

The animals must not cause or present any risk of harm. The owners must ensure that there isn't any damage caused either on the site, nor in any of the pitches nor in the accommodation rented.

They must be kept on leads at all times when on the site and must perform their toilets outside of the site or it must be picked up and placed in the bins.

They are accepted subject to the fee structures available from the Provider, payable on arrival or at time of reservation on the internet site www.campingleclosdublavet.fr.

7.3 INTERIOR RULES

A notice of interior rules is shown at the entrance to the site and at the reception office. The Client is responsible to take note of the rules and to respect them. A copy is available on demand or on the internet site www.campingleclosdublavet.fr.

ARTICLE 8 – OBLIGATIONS OF THE PROVIDER – GUARANTEE

The Provider guarantees the Client, conforming to the legal stipulations and without supplementary payment, against all defects in conformity or hidden flaws, or resulting design defects from the provision of the Services ordered.

In order to assert his rights, the Client must inform the Provider, in writing, of the existence of flaws or defects in conformity within a maximum of 2 hours from the supply of Services.

The Provider will refund or rectify or have rectified (to the extent possible) the services judged defective as soon as possible and no later than 2 days following notification, to the Provider, of the defect or flaw. The refund will be made by way of a credit to the Client's bank card or by cheque payable to the Client.

The guarantee of the Provider is limited to the refund of the amount paid for the Services by the Client. The Provider cannot be considered responsible nor at fault for any delay or failure in execution due to circumstances beyond his control usually recognised by French case law.

The Services provided by the intermediary of the Internet site www.campingleclosdublavet.fr of the Provider comply with the current rules in force in France.

ARTICLE 9 – RIGHT OF RETRACTION

The activities related to the organisation and the sale of stays or excursions on an agreed date or a specified period are not subject to the delay of retraction applicable to distance selling and outside establishments, conforming to the arrangements of article L221-28 of the consumer code.

ARTICLE 10 – PERSONAL DATA PROTECTION

The Provider, current editor, implements data processing of personal data which has a legal basis:

- Being of continued legitimate interest by the Provider when carrying out the following purposes:
 - Canvassing
 - Managing the relationship with this clients and potential clients
 - The organisation, enrolment and invitation to the Provider's events

- The treatment, execution, canvassing, production, management, follow-up of orders and Client's files
- The drafting of acts on behalf of his clients.
- Being the respecting of legal obligations and rules when processing data for the purpose of:
 - The prevention of money laundering and of the finance of terrorism and the battle against corruption
 - Invoicing
 - Accounting

The Provider only retains the data for the time necessary to perform the operations for which it has been collected as well as in respect of the rules in force.

In this respect, the client's data is retained for the duration of contractual relations increased by 3 years from the completion of activities and canvassing, without prejudice to the obligations of retention or limitation periods.

In terms of the prevention of money laundering and the finance of terrorism, the data is retained for 5 years after the end of relations with the Provider. In terms of accounting, it is retained for 10 years commencing from the closure of the financial year.

The data for canvassing is retained for a period of 3 years if no participation or enrolment into the Provider's events has taken place.

The data processed is allocated to persons authorised by the Provider.

Under the conditions defined by the computer and freedoms law and the European data protection rules individuals have the right to access the data concerning them, to amend it, to question it, to limit it, to transfer it, to remove it.

Persons concerned by the data processed have the right to oppose at any time, for personal reasons, the processing of personal data having a legal basis of legitimate interest of the Provider as well as a right of opposition to commercial canvassing.

They also have the right to define general and specific guidelines defining how the rights mentioned above intend to be used, after their death.

- By electronic mail to the following address: Electronic address
- Or by post mail to the following address: Surname, First names, Company name, postal address accompanied by a copy of a signed proof of identity

Persons concerned have a right to file a claim with the CNIL.

ARTICLE 11 – INTELLECUTAL PROPERTY

The content of the internet site www.campingleclousdublavet.fr belongs to the Provider and his partners and is protected by French and International laws relative to intellectual property. Any reproduction, broadcasting, use total or partial of its contents is strictly forbidden and is considered a counterfeiting offence.

In addition, the Provider remains the owner of all intellectual property rights to the photographs, presentations, studies, designs, models, prototypes etc., realised (even if ordered by the Client) in respect of the supply of the Services to the Client. The Client is therefore forbidden to reproduce or exploit the said studies, designs, models and prototypes etc. without the prior express written authorisation of the Provider which can be subject to a financial compensation. The same goes for the names, logos or more broadly all graphic representations or text belonging to the Provider or used and broadcast by him.

ARTICLE 12 – APPLICABLE LAW – LANGUAGE

The current General Conditions of Sale and the operations which follow from them are controlled by and subject to French law.

The current General Conditions of Sale are drawn up in the French language. In the event where they are translated into one or several foreign languages, only the French text will be trusted in the event of disputes.

ARTICLE 13 – DISPUTES

All disputes to which the operations of purchase and sale conclude in application of the current general conditions of sale could give rise to, concerning their validity, their interpretation, their execution, their termination, their consequences and their repercussions and which were not able to be resolved between the Provider and the Client will be subject to qualified tribunals under common law.

The Client is informed that he can in any case resort, in the event of dispute, to a conventional mediation procedure or to any other alternative method of settling differences.

He can in particular freely resort to a Consumer Mediator by way of the following:

- On line: www.medicys-conso.fr
- By post: Médicys – 73 Boulevard de Clichy – 75009 – Paris

List of Mediators

- Truttmann Bernard – 94270 – Kremlin-Bicetre
- Merot Alain – 57070 – Metz
- Leca Christophe – 20200 – Bastia
- Franqueville Thibault – 91310 – Montlhéry
- Fosset Jean-Pierre – 27170 – Beaumont-Le-Roger
- Etame Solene – 37000 – Tours
- Esteffe-Daugreilh Marie – 40800 – Aire Sur Adour
- Belin Stephane – 30035 – Nimes Cedex 1
- Bechmann Timothee – 76000 – Rouen
- Bauer Alexandre – 54400 – Longwy
- Abellard Olivier – 69458 – Lyon
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ARTICLE 14 – PRE-CONTRACTUAL INFORMATION – ACCEPTANCE BY THE CLIENT

The Client confirms to have had communicated, prior to the passing of his Order, in a legible and understandable manner, the current General Conditions of Sale and of all the information aimed at articles L111-1 to L111-7 of the consumer code, in addition to the information required in application of the Order of 22 October 2008 relating to the prior information on the characteristics of rental accommodations in the outdoor hotel industry and in particular:

- The essential characteristics of the Services, taking account of the communication medium used and of the Services concerned;
- The price of the Services and the related costs;
- The information relative to the identity of the Provider, to his name, address, telephone number and email address and to his activities, if they are not evident from the context;
- The information relative to the legal and contractual guarantees and to their methods of being put into practice; the functionalities of digital content, and, if necessary, to its interoperability;
- The possibility of resorting to a conventional mediator in the event of dispute;
- The information relative to methods of termination and other important contractual conditions.

By ordering on the Internet site www.campingleclosdublavet.fr the individual undertakes to adhere to and accept in full the entire current General Conditions of Sale which is expressly recognised by the Client, who renounces, in particular, to prevail himself of all contradictory documents which would not be enforceable by the Provider.