



## GENERAL CONDITIONS OF SALE

In order to benefit from the services offered by the Camping La Mer d'Iroise, we invite you to read the present general conditions of sale. These terms and conditions apply to all the services offered. The reservation and/or order of services is reserved for Clients who have read and understood the present terms and conditions of sale in their entirety, prior to placing an order and having accepted them without reservation. Consequently, the order implies full acceptance of these general conditions of sale and unreserved acceptance of the acceptance without reservation of all their provisions.

### **ARTICLE 1 - PURPOSE**

The purpose of these General Conditions is to define the terms and conditions in which the company SARL Camping de l'Iroise, with a capital of 383 012,91 €, registered in the RCS of Quimper under n° 402 990 733, having its registered office at 9 bis rue de Porz Ar Vag - 29550 PLOMODIERN, code APE 5530Z, n° TVA FR 04402990733 offers for rent camping pitches and light leisure accommodation and the sale of related services.

### **ARTICLE 2 - ACCEPTANCE OF THESE GENERAL CONDITIONS - CONTRACT**

2.1 By reserving accommodation or a pitch in accordance with the terms of article 3 of these terms and conditions, the Client acknowledges having read and accepted these General Conditions.

2.2 Acceptance of these General Conditions can only be full and complete. Any reservation in acceptance shall be considered null and void. The present General Terms and Conditions of Sale are up to date as soon as they are published online and cancel and replace any previous version.

2.3 These General Terms and Conditions, together with the booking summary sent to the Client, form the holiday contract, and constitute the entirety of the contractual relations between the parties.

### **ARTICLE 3 - RESERVATION AND PAYMENT OF THE PRICE OF THE HOLIDAY**

3.1 To make a reservation, the Client must be of legal age and capable of doing so. The Campsite reserves the right to refuse minors who are not accompanied by their parents or legal guardian. The minors accompanied by adults who do not have parental authority must present a parental authorisation otherwise the campsite may refuse the entry of the minor to the campsite. At the time of booking, the Client is obliged to communicate the surnames, first names and dates of birth of each person accommodated and the number plate of the vehicle that will be parked on the campsite, if applicable.

The campsite is entitled to refuse any person who has not registered at the time of booking. The Client must be one of the persons accommodated. For safety and insurance reasons, the number of occupants mentioned by the Client at the time of booking is not permitted.

3.2 In order to guarantee an atmosphere conducive to rest and relaxation in the family and friendly spirit that it is committed to offering its Customers, the Campsite reserves the right to refuse the:

- Reservation(s) of groups having made their reservation via the sales networks for individual clients (Internet, booking centres, tour operators, etc.)
- Reservation(s) by a client for which the number of persons accommodated in several accommodation on the same campsite and for the same period would exceed 12 persons.

The Campsite reserves the right to study in advance the requests for group bookings in order to see if they are compatible with the occupation of the Campsite during the requested period. The signature of a code of conduct may be requested.

3.3 There are four different ways to make a reservation:

- By telephone on the following number: 02 98 81 52 72 (price of a local call).
- By Internet on the website [www.camping-iroise.fr](http://www.camping-iroise.fr)
- By e-mail at [vacances@camping-iroise.fr](mailto:vacances@camping-iroise.fr)
- On site at the campsite reception.

3.4 Booking procedures

The reservation of a stay on the site is made as follows:

- The Client selects the duration of the stay, the departure date, the number of participants and the type of accommodation.
- The Customer also indicates whether he wishes to benefit from the insurance and other additional services offered by the Campsite.
- The Customer must communicate all the information required by the Campsite or authorized reseller, by:
  - Answering the questions of the telephone adviser in the event of reservations by telephone,
  - Filling in the fields of the Site reservation form in the event of a reservation by Internet.

The Customer reserves in the name and on behalf of all the beneficiaries he indicates. The Customer certifies and is required to ensure that all the information provided is correct.

- The Customer accesses a summary or receives a document containing all the details relating to the dates, the services chosen and the total price relating thereto, thus allowing him to check the details of his order. The Customer is required to ensure that all the information displayed complies with that which he has selected, it being understood that any subsequent modification or cancellation of his order will give rise to invoicing in accordance with the terms hereof,
- The Customer validates his order or expressly accepts the quote by email, after having read and accepted the present General Conditions of Sale of the Campsite
- The Customer chooses his mode of payment and proceeds to the payment of the sums according to the following methods:

a minimum deposit of 30% or the full amount of the reservation including:

- the price of the optional equipment that he will have chosen during the reservation,
- administrative fees in the amount of 24€ including tax for all reservations made,
- the amount of any cancellation guarantee to which the Customer has subscribed the amount of additional benefits.

In the event of unavailability, the Campsite will contact the Customer in order to make a new accommodation or pitch offer.

The reservation is only validated subject to full payment of the sums provided for above and after confirmation from the Campsite.

The Campsite will send the Customer a document confirming his reservation and a statement of payment.

If no alternative proposal is found with the Customer, the Campsite will refund without delay and at the latest within thirty days of receipt of the reservation request all sums already paid by the Customer.

- The Customer receives a confirmation of his reservation by e-mail. This constitutes the agreement concluded between the Customer and the Campsite.

- The voucher allowing the Customer to benefit from his stay is sent to the Customer at the email address indicated by the latter. However, if necessary, the Customer remains obliged to pay the balance of his reservation at the latest 4 weeks before his arrival on the site.

### 3.5 Means of payment

Depending on the reservation method chosen, the following payment methods are accepted:

- Credit card (CB) for all types of reservations,
- Cheque made out to Camping de l'Iroise
- ANCV cheques (If this method of payment is used, it is advisable to send the completed cheques to the campsite by registered letter with acknowledgement of receipt or by any other secure means).

Only holiday vouchers received will be counted. It is the Client's responsibility to check the number of cheques before sending. The Campsite can in no way be held responsible for the non-receipt of ANCV cheques.

- Bank transfer to the following bank account:

#### **BANK DETAILS (RIB)**

IBAN (International Bank Account Number)

BIC (Bank Identification Code)

**FR76 1558 9228 4203 8798 3234 076**

**CMBRFR2BARK**

Bank code Bank account number Key RIB Domiciliation/Paying Bank

**15589 22842 03879832340 76 CCM ST BRIEUC STE THERESE**

3.6 It is the Client's responsibility to pay the balance of the price of the holiday, according to one of the methods of payment referred to herein, at the latest 4 weeks before arrival on the site. In the absence of payment within this period, the Campsite reserves the right to consider the reservation as cancelled and the terms of Article 12 will then apply.

3.7 In the event of a reservation made less than 4 weeks before the start of the stay, the full amount of the payment will be required.

3.8 At the request of the Client, the Campsite will send a paid invoice, together with a certificate of stay after his stay.

3.9 In case of extension of the stay on site, this must be done at the reception of the campsite.

#### **ARTICLE 4 - PRICE OF THE STAY**

All prices are quoted in Euros, including all taxes, but excluding booking fees and tourist taxes and local taxes.

Our prices include:

- For the accommodation
  - The provision of the accommodation(s) concerned fully equipped according to the description given on the website and in the brochure.
  - The parking space for one car for each accommodation (unless otherwise stated on the website or the voucher).
  - Water, gas, and electricity.
  - Reception and inventory of fixtures on departure.
  - The services and facilities of the campsite, except those which are not free of charge or optional
- For bare pitches
  - The provision of the bare pitch(s) concerned with a surface area between 80 and 120 m<sup>2</sup>.
  - The possibility to park a vehicle on the pitch
  - The reception and the inventory of fixtures on departure
  - The services and facilities of the campsite, except for those which are not free of charge or optional

Our prices do not include:

- Sheet rental
- The cancellation guarantees
- Booking fees of a fixed amount of 24 €.
- Cleaning
- Services, equipment and paying activities offered by the campsite (to be paid on site)
- Taxes (tourist tax/co-payment)
- The supplement for a pet
- The two deposits, of 280€ for possible material damage and 120€ for the cleaning of the accommodation (see ARTICLE 8)

## ARTICLE 5 - STAY

### 5.1 Arrival and departure days and times:

- For the accommodations: arrivals and departures take place on Saturday or Sunday depending on the accommodation chosen. Arrival times are from 4 p.m. to 6.30 p.m. (low season) or 7.30 p.m. (high season), departure times are between 8.30 a.m. (low season) or 8 a.m. (high season) and 10 a.m.

- For pitches: arrivals and departures take place on the days agreed at the time of reservation. Pitches are available from 1 p.m. and must be vacated by 12 noon.

This information is also indicated on the exchange voucher sent to the Client.

In the event that the Client is unable to arrive at the times indicated, he/she must contact the Campsite before 6 p.m., in order to possibly, subject to the agreement of the latter, to be authorised to arrive until 10 p.m. the same day or the next morning. No arrival will be accepted outside these times.

No refund, even partial, will be given by the campsite in the event of arrival outside the authorised times, after the date of reservation or early departure of the Client.

If the Client does not show up the day after the scheduled arrival date without notifying the Campsite, he/she runs the risk that the reservation will be cancelled. The Campsite reserves the right to put the accommodation back on sale within 48 hours, without the Client being able to object to this.

5.2 With the exception of bare pitches, it is up to the Client to make an inventory of the premises (inventory, the state of the equipment and the state of cleanliness) of the accommodation within 24 hours of arrival. Any complaint must be presented to the campsite management.

The latter will do its best to remedy the problem quickly. No complaint will be accepted after this period. In the same way, any incident that may occur during the stay must be reported to the management of the campsite, which will do its best to remedy the situation.

5.3 The Client undertakes to respect and to ensure that the occupants of the accommodation respect the rules of the campsite and the swimming pool. The Client is hereby informed that:

- For reasons of hygiene, unless there is medical justification, access to the swimming pool is reserved for people dressed in swimwear (swimming trunks/one or two-piece swimming costumes), to the exclusion of any other clothing, in particular thongs, Bermuda shorts, wetsuits, burkini and long and/or watery clothes.

- Clothing deemed indecent is also prohibited.

The campsite staff have the power to expel offenders.

- Electric barbecues and planchas are not allowed. Gas barbecues and planchas and charcoal barbecues are permitted.

In the event of non-compliance with the rules and regulations of the swimming pool, these General Conditions and / or attitude contrary to the calm and serenity of the campsite by a Client and / or by the occupants of the accommodation concerned, the Campsite, after a formal notice has remained without effect or immediately, depending on the seriousness of the facts, may ask the person(s) in question to leave the campsite before the end of the stay.

This situation will not give rise to any right to reimbursement, even partial of the stay. The members of the groups are individually bound to respect the internal rules.

### 5.4 Animals

Dogs and cats are allowed on the campsite within the limit of two animals per pitch or accommodation. Any derogation must be the subject of a request prior to the stay to the Campsite management who will formulate their response, positive or negative, in writing. All other animals are prohibited.

- Dog:

Authorized animals must be tattooed or chipped.

Category 1 and 2 dogs are prohibited on the campsite.

Dogs must be kept on a leash on the Campsite.

Animals are kept under the full responsibility of their owner.

No dog should be left alone in accommodation or on a pitch.

- Cat:

The animal must be kept inside the Accommodation or on the Pitch under the full responsibility of its owner.

All animals are prohibited near swimming pools, in food shops and in buildings. The vaccination record for dogs and cats must be up to date.

5.5 Tenting is not permitted on the mobile home pitches.

5.6 The Client must make the necessary arrangements for transport, sufficiently in advance, in order to be able to come to the campsite on the dates corresponding to his stay.

## **ARTICLE 6 - CAMPSITE SERVICES**

It may happen that some of the activities and facilities offered by the campsite and indicated in the description in the brochures and/or on the website may be cancelled or modified, in particular for climatic reasons or in case of force majeure, or do not operate in the pre or post season (i.e. outside the months of July and August).

## **ARTICLE 7 - TOURIST TAX**

The tourist tax is collected on a real basis and must be paid at the time of booking. The amounts collected are provisional. It may happen that the tax increases, in which case the clients will be asked to pay a supplement.

The tourist tax is collected on behalf of the Community of Communes of Pleyben-Châteaulin-Porzay for an amount of 0.50 € per day per person over 18 years old and is a 0.05 per day per person over 18 years of age.

## **ARTICLE 8 - DEPOSIT**

The rentals must be returned in perfect condition, tidy and with the inventory checked. Any broken, damaged or missing object will be charged to the client, as well as the restoration of the premises, if necessary.

Two deposits per accommodation will be requested from the Client on arrival.

- A deposit of 280€ will be withheld in the event of damage to the accommodation, missing equipment and/or costs incurred in repairing any damage

- A deposit of 120€ will be retained if the accommodation has not been cleaned properly.

The deposit will be returned to the Client on departure after an inventory of fixtures in the presence of a member of the campsite staff who will carry out an inventory and ensure that the cleaning of the accommodation has been cleaned correctly and that there is no damage or deterioration.

The deposit is payable by credit card or dematerialized deposit.

The Client shall not be entitled to make any claim in the event of departure without an inventory, if the Client has not given the Campsite the inventory of fixtures on arrival or if he has left the Campsite without carrying out an inventory of fixtures on departure verified by a member of the Campsite staff.

If the Client does not hand over the inventory of fixtures on arrival, he will be presumed to have taken the accommodation in a good general state of cleanliness, ready to receive the following guest: the accommodation is tidy and clean, the kitchen and fridge are clean, the dishes are cleaned and put away, the rubbish bins are emptied.

In the event of departure outside normal hours and if the accommodation is returned in good condition, the deposit will be returned at the Client's expense, by post as soon as possible. In the event of cleanliness of the accommodation, which the Client accepts.

No deposit will be requested for the rental of a bare pitch.

#### **ARTICLE 9 - RIGHT OF WITHDRAWAL**

In accordance with the provisions of article L 221-28 12° of the Consumer Code, the Camping informs the Client that the sale of accommodation services provided on a specific date, or according to a specific periodicity, is not subject to the provisions relating to the 14-day withdrawal period.

On the other hand, the law n°2014-344 of 17 March 2014 on consumption gives the possibility for the Customer to cancel the insurance policies taken out within 14 days of the subscription, only if the insurance taken out covers a risk for which the Customer is already insured. Cancellation is only possible, however, if no cover has been implemented on the date of the request for cancellation.

#### **ARTICLE 10 - LIABILITY**

- Liability of hoteliers

Open-air hotels do not fall within the scope of the liability of hoteliers provided for in article 1952 of the Civil Code. Consequently, the campsite cannot be held responsible for the loss, theft or damage of personal belongings in the campsite, in the car park or in the premises for collective use (sanitary facilities, swimming pool...)

- Guarantee and liability websites

The Campsite has, for all stages of access to the website, the booking process and reservation process and subsequent services, only an obligation of means.

- The information made available on our website and catalogues is correct at the time of booking. Nevertheless, it is subject to change. It is the Client's responsibility to check this information before arriving at the campsite.



- The photographs illustrating our accommodation on the website and in the brochure are non-contractual and given as an indication.

- The Campsite cannot be held responsible for the communication by its partners or any third party, of photographs of which they have declared having the rights, of false or erroneous information mentioned in the catalogues or on the websites concerning the campsites, and in particular the presentation photos, descriptions, activities, leisure activities, services and dates of operation.

- Although the Campsite makes its best effort to maintain an operational service, it cannot guarantee the continuity of access to its website and therefore declines all responsibility for any direct and/or indirect damage caused by the impossibility of accessing it in whole or in part or which may arise from the use of the service by an Internet user.

- The Campsite cannot be held criminally or civilly liable for the consequences from inappropriate or unauthorised use of the website or its content by users or any other third party.

- In addition, the Camping cannot be held responsible for the non-performance or poor performance of the contract concluded, in the event of fault on the part of the Client, in the event of force majeure or the unforeseeable and insurmountable act of a third party unrelated to the provision of the services provided for in the contract.

- In any case, should the Campsite be held liable for any reason whatsoever, any compensation shall be limited to the amount of the stay.

## **ARTICLE 11 - MODIFICATIONS**

### 11.1 On the part of the Client

The Client may request a change to his stay (dates and/or type of accommodation), within the limits of availability and accommodation possibilities. The Client may request the modification of reservation only once during the season and no more than 2 weeks before the start date of the stay. No postponement will be accepted for the following season.

- An administrative fee of 20€ will be applied to modify the stay.

- In the event that the price of the new reservation is lower than the price of the initial reservation, the difference between the two stays will be refunded to the Client.

- In the event that the price of the new stay is higher, the difference between the two bookings is due by the Client.

The Client's attention is drawn to the fact that in the event of a change to the holiday, he/she will not be able to benefit from promotions subsequent to the initial reservation. The date of the first reservation will be taken as the reference date.

In the event that the Campsite is unable to comply with the Client's request for a change, the initial stay will be maintained unless the Client cancels.

### 11.2 Due to the Camping

The Campsite may have to modify the stay before it begins. In this case, it will inform the Client as soon as possible, in a clear, understandable and on a durable medium.

The Campsite shall inform the repercussions on the price when communicating the modification. The Client must respond to the proposal for substitution to the Campsite within the period indicated.

The Client may:



- cancel. The Campsite will then refund all payments already made, (including booking fees and any insurance subscription included).

- or accept to participate in the modified stay. If this change results in a reduction or an increase in the price of the stay, the Campsite will either reimburse the difference to the Client or pay for the increase in the price of the stay.

If the Client fails to respond within the time limit indicated, the Campsite will automatically cancel the stay.

## **ARTICLE 12 - CANCELLATION**

### 12.1 Cancellation by the Client:

In case of cancellation of the reservation by the Client

- More than 12 weeks (85 days) before the start of the stay, the Campsite undertakes to refund to the Client the full amount paid, less a flat-rate processing fee of €50 (fifty euros)

- Between 12 weeks (84 days) and 9 weeks (63 days) before the start of the stay, the Campsite undertakes to reimburse the Client 50% (fifty per cent) of the cost of the stay. The booking fee will be retained by the Campsite.

- Less than 9 weeks (62 days) before the start of the stay, the Campsite reserves the right to retain the entire amount paid including the booking fee.

If the customer has not paid the full amount of the stay less than 4 weeks before the start of the stay, the campsite will consider the stay cancelled due to the customer and reserves the right to cancel the stay and keep the totality of the sums already paid, including the booking fee.

### 12.2 Cancellation by the campsite

The Campsite has the possibility, before the departure of the Customer, to cancel his reservation for whatever reason. In this case, all the sums paid by the Customer to him will be reimbursed, as well as compensation equal to the penalty that the Customer would have incurred if the cancellation was made on that date (see 12.1).

### 12.3 Exceptional circumstances

In the event of cancellation by the Campsite or by the Client before departure and if the cancellation is unavoidable circumstances, occurring at the destination or in the immediate vicinity of the destination, which have a significant impact on the execution of the contract, the amount of the stay will be fully refunded but no additional compensation will be due by the campsite.

## **ARTICLE 13 - CANCELLATION INSURANCE**

A cancellation and interruption of stay insurance is offered to the Client. The Client has the possibility to subscribe to this insurance with the Camping's partner, Gritchen Affinity. The insurance premium must be paid in full when booking the stay and is non-refundable, except if the Client applies the provisions relating to the period of withdrawal for insurance products. In the event of a claim, the Client must notify the company within 5 days of its occurrence, either:

- By post:

Gritchen Affinity - Service Sinistre

CS 70139 - 18021 BOURGES Cedex

- Via the link on the website [www.camping-iroise.fr](http://www.camping-iroise.fr)
- By fax: 09 72 28 76 92

The complete general terms and conditions of insurance are available on request and can be consulted online at [www.camping-iroise.fr](http://www.camping-iroise.fr).

Cancellation and interruption of stay insurance reimburses the full amount receipts (except deductible, insurance subscription amount and administration fees) before the arrival at the holiday. In the event of interruption of the stay, the amount of the part not consumed will be calculated on a pro rata of the stay booked.

Any request via the form is firm and definitive and entails the cancellation of the file by the campsite. The customer cannot claim any compensation from the part of the Campsite or request the retention of the reservation in the event of refusal by the insurer.

#### **ARTICLE 14 - COMPLAINTS**

Any complaint must be, as far as possible, reported by the Customer during his stay to the management of the campsite so that the latter can remedy the non-conformity or to note it. If the non-conformity cannot be remedied on the spot, the Client may send a written complaint to the management of the campsite so that the latter can try to find an appropriate solution. If no satisfactory response is received within a reasonable period of time, the Client may written complaint, by registered letter, to the Campsite via the association:

MEDICYS - Centre de médiation et règlement amiable des huissiers de justice.

Any request for mediation must be electronically on [www.medicys.fr](http://www.medicys.fr), or by post to MEDICYS, 73 Boulevard de Clichy - 75009 Paris.

In application of the provisions of article 1368 of the Civil Code, it is expressly agreed that the data kept in the information system of the Campsite and / or of its partners have evidential value. Thus, the data on computer or electronic media thus stored, if they are stored in this way, if they are produced as evidence by the Camping in any legal or other proceedings, they shall be admissible, valid, and enforceable between the parties.

#### **ARTICLE 15 - PERSONAL DATA**

In accordance with the Data Protection Act n°78-17 of 6 January 1978 as amended and the amended and the General Data Protection Regulation 2016/679, the Customer is informed that the personal data indicated as being compulsory collected in the context of the reservation are necessary for the execution of the stay. The personal data concerning customers are processed by the Campsite to create and manage the customer account, to manage the reservations (payment, customer reception), to personalise offers, to measure satisfaction and for marketing purposes (customer knowledge, advertising targeting, etc.). For more information on the processing of your personal data, we invite you to consult our Privacy Policy and cookies.

#### **ARTICLE 16 - GENERAL PROVISIONS**

16.1 In the event that one of the clauses of this contract is null and void due to a change in legislation, regulations or by a court decision, this shall not in any way affect the validity of and compliance with these general conditions.

16.2 Any reservation is strictly personal to the Client who has made it, so that the rights and obligations resulting from the contract may not be transferred in any form or for any reason whatsoever to third parties by the Client without the prior written consent of the Campsite.

16.3 The Client undertakes to respect and to ensure respect for the provisions of the campsite's internal regulations by the persons residing with him and under his responsibility. In case of serious or repeated these conditions, the Client and those accompanying him may be asked to leave the campsite before the end of their stay. In this case, no request for reimbursement or compensation will be accepted.

16.4 The Client is obliged to take out civil liability insurance with the insurer of his/her choice. The Client is informed that, depending on his insurance company, he may benefit from an extension of cover to the accommodation occupied by him in the campsite.

#### ***ARTICLE 17 - APPLICABLE LAW AND COMPETENT JURISDICTION***

The present General Conditions are governed by French law. Any dispute arising between the Parties relating to the interpretation or execution of the latter which could not be resolved amicably by the parties, shall be submitted to the competent Court, except in the case of mandatory provisions to the contrary of public order, notwithstanding multiple defendants or third-party claims, even in the case of summary proceedings.