



GENERAL TERMS AND CONDITIONS
Booking of accommodation or "tourism" pitches by individuals

Contact details of the Provider:

- CAMPING DUGUESCLIN, SIRET N° 43370548000021
- Rue de Tannée – 35350 SAINT-COULOMB
- Website : www.camping-duguesclin.com
- Email : nathalie@camping-duguesclin.com
- Phone number : 02 99 89 03 24

DEFINITIONS:

ORDER or **RESERVATION/BOOKING** 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 booking, to any rental of accommodation or bare pitches on the DUGUESCLIN campsite, operated by Nathalie CHATELIER, to non-professional customers, on its website www.camping-duguesclin.com or by telephone, post or electronic mail (emails), or in a place where the Service Provider/Campsite markets the Services. They do not apply to rentals of pitches 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-duguesclin.com or in written form - paper or electronic - in the event of a booking by means other than a remote order.

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/Campsite, 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/Campsite on the date the Customer places the Order.

Unless there is evidence to the contrary, the data recorded in the Service Provider's/Campsite'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:

Camping Duguesclin
The data controller
Tannée - 35350 Saint-Coulomb

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-duguesclin.com, or, in the case of a reservation outside the Internet, by any other appropriate means.

ARTICLE 2 – RESERVATIONS

The Customer selects on the website or provides information on any document sent by the Service Provider/Camping the services he wishes to order, according to the following terms:

For a reservation on www.camping-duguesclin.com

- Choice of accommodation (mobile home, gîte, tithôme, pitch)
- Information on the date of the stay, the number of participants, dates of birth, surnames and first names
- Contact details tel, email, postal address
- Choice of payment method, acceptance of the T&Cs
- Possible online payment of the deposit or the entire stay – via the Payline secure payment system and the Inaxel Booking merchant site.
- Receipt of a pre-booking confirmation
- Confirmation of booking or not of the campsite within 72 hours of booking
- Effective bank debit 3 days after the reservation if it is accepted by the campsite.

Or, reservation by email or by telephone according to a traditional process.

It is the Customer's responsibility to check the accuracy of the Order and to immediately report any error to the Service Provider/Campsite. The Order will only be considered final after the confirmation of the acceptance of the Order has been sent to the Customer by the Service Provider/Campsite, by e-mail or post, or by signing the contract in the event of a reservation directly on the premises. where the Service Provider/Campsite markets the Services.

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

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

ARTICLE 3 – PRICES

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

These rates are firm and non-revisable during their period of validity, as indicated on the website www.camping-duguesclin.com, in the email or in the written proposal sent to the Customer. Beyond this period of validity, the offer lapses and the Service Provider/Campsite is no longer bound by the prices.

When booking online on the www.camping-duguesclin.com website, when booking by telephone or email, 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 on his arrival.

3.1. TOURIST TAX

The tourist tax, collected on behalf of the municipality / community of municipalities, is not included in the rates. Its amount is determined per adult and per night and varies according to the destination. It is to be paid when paying for the Service and appears separately on the invoice.

ARTICLE 4 - PAYMENT CONDITIONS

4.1. AMOUNTS PAID IN ADVANCE

Amounts paid in advance are installments. They constitute an advance on the total price owed by the Customer.

This amount corresponding to 25% 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 final rental contract and attached to the copy to be returned. It will be deducted from the total amount of the order.

For any canceled stay, this amount and administrative fees will be retained by the Service Provider/Camping.

For any stay canceled within 30 days prior to the date of arrival, interrupted or not consumed for any reason whatsoever, the full amount of the booking stay will be payable or will be retained by the Service Provider/Camping.

4.2. PAYMENTS

Payments made by the Customer will only be considered final after actual collection of the sums due to the Service Provider/Campsite.

Late payment of the balance within the period set out above will result in the immediate payment of all sums owed by the Customer and the possible cancellation of his stay if no action is taken by the customer.

Means of payment accepted: bank or postal check payable to Camping Duguesclin, bank card, ANCV holiday vouchers, bank transfer, cash.

For online payments: secure system via Payzen and Naxi Reservation on www.camping-duguesclin.com.

4.3. NON-COMPLIANCE WITH PAYMENT TERMS

In addition, the Service Provider/Campsite 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 execution of its obligations after formal notice remained without effect.

ARTICLE 5 - PROVISION OF SERVICES

5.1. PROVISION AND USE OF SERVICES

The accommodation can be occupied from 4 p.m. on the day of arrival and must be vacated by 10 a.m. on the day of departure. The tent/caravan/motorhome pitch may be occupied from 2 p.m. on the day of arrival and must be vacated by 12 p.m. (midday) on the day of departure. Any arrival after 4 p.m. (accommodation) or 2 p.m. (pitch) may in no case exceed 9 p.m.

The balance of the stay must be paid in full no later than:

- 30 days before the date of arrival, under penalty of cancellation.

The accommodation and pitches are provided for a determined number of occupants for rental and can in no case be occupied by a greater number of people.

Accommodation and pitches will be returned in the same state of cleanliness as on delivery. Cleaning is mandatory before departure, a vacuum cleaner is available on request at the campsite reception. 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.

The rental price includes: water, 16 amp electricity, provision of fully equipped accommodation (mobile home or gîte) (kitchen and cleaning equipment, crockery, garden furniture, blankets and pillows). Sheets and pillowcases, towels, are not provided. **The use of the sockets of the rented accommodation or those present on the pitch for recharging an electric car is prohibited because it is not compatible with the power required for recharging. Reinforced 16A sockets are available on the campsite, information at reception. A fast charging station is also available in the center of Saint-Coulomb, located 2.5km from the campsite.**

Environment

Waste sorting is compulsory on the campsite and for the gîtes. Are available at the entrance of the campsite: household waste bins as well as yellow bins for recycling. A glass column is available outside the campsite, 50 meters to the left. Any other waste is not accepted and must be deposited in the recycling center.

5.2. SECURITY DEPOSIT

For accommodation rentals, a security deposit (deposit) is required from the Customer on the day the keys are handed over. This amount is payable by credit card imprint only. The imprint will be erased no later than 48 hours after the end of your stay, minus, where applicable, the cost of damaged or missing equipment.

Any broken, damaged or missing item will be the responsibility of the customer, as well as the restoration of the premises, if this proves necessary. Cleaning the accommodation is your responsibility, cleaning equipment is provided for this purpose. If the accommodation is returned in an unsatisfactory state of cleanliness and tidying, if the laundry is left dirty or if damage resulting from the presence of an animal in the bedding and on the benches is noted, we reserve the right to charge you compensation costs.

- For mobile homes: 300€
- For gîtes: 500€

ARTICLE 6 – DELAY, NO-SHOW, 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/Campsite 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/Camping cannot guarantee the availability of a pitch or accommodation, or of another date; an additional charge may be requested in these cases.

Any request for a reduction in the duration of the stay will be considered by the Service Provider/Campsite as a partial cancellation, the consequences of which are governed by article 6.4.

6.2. NO SHOW

In the event of a no-show on the scheduled day of arrival between 4 p.m. and 8 p.m. for a mobile home/gite or between 2 p.m. and 8 p.m. for a pitch and if the Service Provider/Camping has not been informed of the postponement of the time or the date of arrival; the reservation will be canceled and the rented property may be re-rented by the Service Provider/Camping.

6.3. INTERRUPTION

A premature departure will not give rise to any reimbursement from the Service Provider/Camping.

6.4. CANCELLATION

In the event of cancellation of the booking by the Customer after its acceptance by the Service Provider/Camping more than 30 days before the scheduled date of the reserved Rental, for any reason whatsoever, the amount paid in advance will remain acquired by the Service Provider/Camping, as compensation, and cannot give rise to any reimbursement.

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

6.5. CANCELLATION INSURANCE SUBSCRIPTION

The DUGUESCLIN campsite offers you Cancellation and Interruption insurance in your rental contract. Our partner Gritchen Affinity undertakes to reimburse all or part of the stay to our holidaymakers.

In the event of cancellation, notify the campsite of your withdrawal as soon as an event occurs preventing your departure by post or email. If the claim is provided for in the general conditions (available on the website www.campeze-couvert.com or on camping-duguesclin.com), notify the insurer within 48 hours and provide all the necessary information and supporting documents.

6.6. CANCELLATION IN CASE OF PANDEMIC

6.6.1. 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 linked to a pandemic) decided by the public authorities, and which is not attributable to the Service Provider/Camping, the sums paid in advance by the Customer for the booking of the stay will be reimbursed, excluding application fees.

However, the Service Provider/Camping cannot be held liable for additional compensation beyond this reimbursement of the sums already paid for the reservation of the stay.

6.6.2. 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 scheduled dates may give rise to compensation from an insurance company and not from the Service Provider/Campsite.

The Cancellation and Interruption of stay Campeze Couvert insurance with COVID Guarantee is optional but we invite you to subscribe to it. Its amount is 3.5% of the total amount of the stay and is offered to you when booking. It covers you personally in the event of COVID illness, quarantine following a positive COVID test or in the event of contact with

quarantine. In addition, it covers in particular cancellations of stay in the event of illness (hospitalization), serious accident or death, claims resulting in significant damage to your home, dismissal or modification of your leave by your employer, following a summons to an examination or in court. All the clauses of the cancellation insurance contract can be consulted on request and on the website: www.campez-couvert.com.

In the event of cancellation or interruption of your stay, for a reason falling within the scope of the contract taken out, you must declare your claim to the insurer within 48 hours by post: "Gritchen Affinity - Service Sinistre - BP66048 - 18024 BOURGES Cedex" or by internet: www.campez-couvert.com/sinistres or by e-mail: sinisters@campez-couvert.com.

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

- In the mobile homes, only 1 dog of less than 10kg is accepted for an additional fee published on www.camping-duguesclin.com with the exception of dogs of the 1st and 2nd categories which are not authorized.
- On the pitches, dogs are accepted for an additional fee published on www.camping-duguesclin.com with the exception of dogs of the 1st and 2nd categories which are not authorized.
- In the gîtes, dogs and other domestic animals are not accepted.
Cats and other animals are not accepted.

The dog will be under the responsibility of its owners throughout the stay and may not under any circumstances be left alone in the mobile home. It is not allowed to access the bedding or the benches. It must be kept on a leash in the common areas of the campsite. Any droppings inside the campsite are prohibited. A health record with up-to-date vaccinations will be required upon arrival.

In the event of damage noted on the campsite or in a mobile home (damaged furniture, laundry and/or bench seat(s) left dirty and/or containing hairs) we reserve the right to ask you for compensation.

7.3. INTERNAL RULES

Rules of procedure are displayed at the reception of the campsite as well as in the welcome booklet made available in each accommodation. The Customer is required to read and respect it. It is also available on request.

ARTICLE 8 - RIGHT OF WITHDRAWAL

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 9 – PROTECTION OF PERSONAL DATA

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

- Either the legitimate interest pursued by the Service Provider/Campsite when it pursues the following purposes:
 - the processing, execution, prospecting, production, management, follow-up of requests and customer 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/Campsite only keeps the data for the duration necessary for the operations for which it was collected and 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.

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

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. /Camping, 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: E-mail address

- or by post to the following address: Last name, first name Company name Postal address accompanied by a copy of a signed identity document.

ARTICLE 10 - INTELLECTUAL PROPERTY

The content of the website www.camping-duguesclin.com is the property of the Service Provider/Camping 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/Campsite remains the owner of all intellectual property rights to the photographs, presentations, studies, drawings, models, prototypes, etc., produced (even at the Customer's request) with a view to providing the Services to the Customer. The Customer 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/Camping, which may make it subject to financial compensation.

The same applies to names, logos or more broadly any graphic representation or text belonging to the Service Provider/Campsite or used and distributed by it.

ARTICLE 11 - 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 12 – COMPLAINTS

Any complaint relating to a stay must be sent by registered letter with A.R. within 30 days of the stay to the following address:

Campsite Duguesclin – Rue de Tannée - 35350 SAINT-COULOMB.

In accordance with Article L. 612-1 of the Consumer Code, the consumer, subject to Article L.612.2 of the Consumer Code, has the right to submit a request for amicable resolution by way of mediation, within a period of less than one year from its written complaint to the professional.

This establishment has designated, by membership registered under number 31161/VA/2201, **SAS Mediation Solution** as a consumer mediation entity.

To seize the mediator, the consumer must formulate his request:

- or in writing to:

Sas Mediation Solution
222 sheepfold road
01800 Saint Jean de Niost
Such. 04 82 53 93 06

- either by email to: contact@sasmediationsolution-conso.fr

- either by completing the online form entitled "Saisir le mediateur" on the site <https://www.sasmediationsolution-conso.fr>

Regardless of the means of referral used, the request must imperatively contain:

Conditions Générales de Vente | Camping DUGUESCLIN
Tannée - 35350 Saint-Coulomb | SIRET N° 43370548000021
02 99 89 03 24 | nathalie@camping-duguesclin.com

- The applicant's postal, telephone and electronic contact details,
- The name and address and the registration number at Sas Médiation Solution, of the professional concerned,
- A brief statement of the facts. The consumer will specify to the mediator what he expects from this mediation and why,
- Copy of the prior complaint,
- all documents allowing the instruction of the request (purchase order, invoice, proof of payment, etc.)

ARTICLE 13 – 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/Campsite, 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 website www.camping-duguesclin.com implies full acceptance and full 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/Campsite.

Dear customers, all these details were necessary to avoid any misunderstanding. We thank you for your trust and wish you a great holiday at Camping Duguesclin.