

GENERAL TERMS AND CONDITIONS OF SALE

DEFINITIONS :

ORDER or RESERVATION or RENTAL: Purchase of Services.

SERVICES: Rental accommodation.

ACCOMMODATION: Mobile leisure residence.

ARTICLE 1 - SCOPE OF APPLICATION

The present General Terms and Conditions of Sale apply, without restriction or reservation, to any rental accommodation on the L'ILE BLANCHE campsite operated by SAS l'île blanche to non-professional customers ('The Customers or the Customer') on its website www.ileblanche.com.

The main characteristics of the Services are presented on the website www.ileblanche.com.

The Customer is required to read them before placing an order. The choice and purchase of a Service is the sole responsibility of the Customer.

The Service Provider's contact details are as follows:

Camping ILE BLANCHE
9 chemin des bardonnières
17630 the fleet in re

These conditions apply to the exclusion of all other conditions, in particular those applicable to other marketing channels for the Services.

These General Terms and 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.

In the absence of proof to the contrary, the data recorded in the service provider's computer system constitutes proof of all transactions concluded with the Client.

Under the conditions defined by the French Data Protection Act and the European Data Protection Regulation, the Client has the right to access, rectify and oppose all of his personal data at any time by writing, by post and providing proof of his identity, to :

Camping L'île BLANCHE
9 chemin des bardonnières
17630 la flotte en re

The Customer declares that he has read these General Terms and Conditions of Sale and has accepted them by ticking the box provided for this purpose prior to the implementation of the online Order procedure as well as the general terms and conditions of use of the website www.ileblanche.com.

As these General Terms and Conditions of Sale may be subject to subsequent modifications, the version applicable to the Customer's purchase is the one in force on the website on the date the Order is placed.

ARTICLE 2 – RESERVATIONS

The Client selects on the site the services he wishes to order, according to the following terms and conditions: On the internet, it is up to the Client to select the accommodation he wishes, the desired rental period and the rental conditions. He will then be able to book his stay in a reservation tunnel, respecting the service provider's deposit policy.

It is the client's responsibility to check the accuracy of his order, its price and to correct any errors before confirming acceptance. The reservation of an accommodation is only definitive after :

-the written agreement of the establishment,

- receipt of the deposit of the booking fee and the cancellation guarantee fee if applicable.

The reservation is only binding on the establishment when it has accepted it, depending in particular on availability and, more generally, on any circumstances likely to hinder the execution of the reservation made. The establishment reserves the right to refuse any reservation that would be contrary to the establishment's internal regulations or that would seek to divert it from its original purpose. The reservation accepted by the establishment is personal and may not be passed on to a third party without the prior agreement of the establishment.

It is the responsibility of the Customer to check the accuracy of the Order and to immediately report any error. The Order shall only be considered final once the Service Provider has sent the Client confirmation of acceptance of the Order by e-mail.

Any Order placed on the website www.ileblanche.com shall constitute the formation of a contract concluded at a distance between the Client and the Service Provider.

All Orders are made by name and may not be transferred under any circumstances.

ARTICLE 3 - PRICES

The Services offered by the Service Provider are provided at the prices in force on the website www.ileblanche.com, when the Service Provider places the order. Prices are expressed in Euros, excluding VAT and all taxes. The prices take into account any discounts that may be granted by the Service Provider on the website www.ileblanche.com. These prices are firm and non-revisable during their period of validity, as indicated on the website www.ileblanche.com. The Service Provider reserves the right, outside this period of validity, to modify the prices at any time. They do not include processing and management fees, which are invoiced in addition, under the conditions indicated on the website www.ileblanche.com and calculated prior to placing the Order. The payment requested from the Customer corresponds to the total amount of the purchase, including these costs. An invoice is drawn up by the Service Provider and given to the Client when the Services ordered are provided at the end of the stay.

Prices include VAT at a rate of 10% applicable on the day they were determined. Any subsequent change in the applicable VAT rate between the time the rates were determined and the invoicing of the stay will result in a corresponding change in the price including VAT, which the Client accepts without reservation.

3.1. TOURIST TAX

The tourist tax, collected on behalf of the communauté de commune ile de ré, is not included in the rates. The amount is determined per person (from 18 years old) per day and varies according to the destination. It must be paid at the time of Reservation.

ARTICLE 4 - TERMS OF PAYMENT

4.1. ACCOUNT

A deposit corresponding to 30% of the total price for the supply of the Services ordered is required when the Client places the order. It must be paid upon receipt of the rental contract and enclosed with the copy to be returned. It will be deducted from the amount of the fees but will not be refunded by the Service Provider in the event of cancellation less than 30 days prior to the scheduled arrival date (except in cases of force majeure and exceptional derogations provided for in paragraphs 6.3.3 and 6.3.4).

For bookings made less than 30 days before the start of the holiday, full payment must be made at the time of booking.

Le solde du séjour devra être intégralement réglé 30 jours avant la date d'arrivée (sous peine d'annulation de cette location sans remboursement possible de l'acompte.)

The balance of the stay must be paid in full 30 days before the date of arrival (under penalty of cancellation of this rental without possible refund of the deposit).

4.2. PAYMENTS

Payments made by the Client will only be considered final after effective collection of the sums. Late payment will result in all sums owed by the Client becoming immediately payable, without prejudice to any other action that the Service Provider may take against the Client in this respect.

4.3. NON-COMPLIANCE WITH THE TERMS OF PAYMENT

In addition, the Service Provider reserves the right, in the event of non-compliance with the payment conditions set out above, to suspend or cancel the provision of the Services ordered by the Client and/or to suspend the performance of its obligations.

4.4. MEANS OF PAYMENT

No additional costs, in excess of the costs incurred by the Service Provider for the use of a means of payment may be charged to the Client.

ARTICLE 5 - PROVISION OF SERVICES

5.1. PROVISION AND USE OF THE SERVICES

The accommodation may be occupied from 4pm during school holidays on the day of arrival and must be vacated by 10am on the day of departure. The accommodation may be occupied from 5pm outside school holidays on the day of arrival and must be vacated by 10am on the day of departure.

The accommodation and pitches are intended for a fixed number of occupants and may not be occupied by more than a certain number of people. The campsite reserves the right to refuse access to families or groups with a number of participants greater than the number of people booked.

The accommodation and pitches will be returned in the same state of cleanliness as on delivery.

Failing this, the tenant will have to pay a lump sum of 80 € for cleaning. Any damage to the accommodation or its accessories will be immediately repaired at the expense of the tenant. The inventory at the end of the rental period must be strictly identical to that at the beginning of the rental period.

5.2. SECURITY DEPOSIT

For accommodation rentals, a security deposit of 200 € is required from the tenant on the day of handing over the keys and is returned to him on the day of the end of the rental period, after deduction of any restoration costs.

For accommodation rentals, a cleaning deposit of 80 € is required from the tenant on the day of handing over the keys and is returned to him on the day of the end of the rental period. It will be cashed if the rental is not returned in a perfectly clean condition, the cleaning being the responsibility of the tenant.

These deposits do not constitute a limit of liability.

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

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

A delayed and unannounced arrival may be considered as a breach of contract, without written notification from the client, the rental will become available again within 24 hours of your initial arrival date.

6.1. MODIFICATION

In the event of a change of dates or number of persons, the Service Provider will endeavour to accept requests for date changes as far as possible within the limits of availability. If the amount of the modified stay is higher, the client must pay the difference. All requests for changes must be made by email or by post.

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

You must inform the campsite of any change in the number of people. The price correction will then be applied immediately. The campsite reserves the right to refuse access to persons arriving with a number greater than the capacity of the rented accommodation.

6.2. INTERRUPTION

Premature departure will not give rise to any reimbursement on the part of the latter.

6.3. CANCELLATION

All cancellations must be made in writing by post with acknowledgement of receipt.

6.3.1 In the event of cancellation of the Reservation by the Client after its acceptance by the Service Provider less than 30 days before the date scheduled for the reserved Rental, for any reason whatsoever except for force majeure, the deposit paid on Reservation, as defined in **Article 4 - TERMS OF PAYMENT** of these General Terms and Conditions of Sale, will be automatically acquired by the Service Provider, by way of compensation for termination, and may not give rise to any reimbursement whatsoever.

In all cases of cancellation, the Service Provider will retain the processing and management fees (article 3).

6.3.2 By derogation to paragraph 6.3.1, in the event that the cancellation of the stay is justified by the fact that one of the participants is directly or indirectly affected by COVID 19 (infection or contact case), and that this situation calls into question his or her participation in the stay, the cancellation will be made without termination indemnity. The treatment and management fees (article 3) will nevertheless remain the property of the Provider.

The Client must imperatively provide proof of the event giving rise to the right to cancel without termination indemnity.

6.3.3 Notwithstanding paragraph 6.3.1, in the event that the Client is forced to cancel the entire holiday due to government measures that do not allow the participants to travel (local confinement, travel ban), even though the campsite is able to fulfil its obligation and accommodate them, the Service Provider will issue a credit note corresponding to the sums paid by the Client, less the processing and management fees (article 3) which will remain the property of the Service Provider.

This credit note is non-refundable and non-transferable and will be valid for 12 months.

THE CANCELLATION GUARANTEE :

No refund will be possible if you do not subscribe to the cancellation guarantee at the time of your initial booking. This guarantee is therefore recommended, its amount per week is reserved and payable in full and only at the time of booking (25€ /reservation).

This guarantee covers the reimbursement of the stay upon presentation of proof of your cancellation in the following cases:

- accident, illness or death of the insured person, his or her spouse in the ascending or descending line,
- economic dismissal of the insured person or his/her spouse

Deducting the processing and management fees (article 3) which will be retained by the Service Provider.

The cancellation guarantee ceases to have effect from the start of the rental period and cannot be invoked if one of the elements listed above occurs during the stay.

ATTENTION: no reimbursement will be made if the balance of the stay has not been paid in time, i.e. 30 days before the date of the stay.

ARTICLE 7 - RESPONSIBILITY OF THE CLIENT

7.1. CIVIL LIABILITY

The Client hosted on a pitch or in an accommodation must be compulsorily insured for civil liability. An insurance certificate may be requested from the Client before the start of the service.

7.2. ANIMALS

Pets are accepted FREE OF CHARGE, under the responsibility of their masters. They must be kept on a leash, any lack of hygiene and correction will be punished by immediate expulsion with no possibility of reimbursement of the stay. The owner of the dog must bring the vaccination booklet with him/her during his/her stay. It is strictly forbidden to leave pets alone in the accommodation. Animal droppings made on the campsite must be collected by the pet owner. The owner of category 1 and 2 dogs must abide by the laws in force concerning them.

7.3. RULES OF PROCEDURE

A set of internal rules is posted at the entrance of the establishment and at reception. The Client is required to read and respect them.

ARTICLE 8 - LIABILITY OF THE SERVICE PROVIDER – GUARANTEE

The Service Provider guarantees the Client, in accordance with the legal provisions and without additional payment, against any lack of conformity or latent defect resulting from a defect in the design or execution of the Services ordered.

In order to assert its rights, the Client must inform the Service Provider, in writing, of the existence of the defects or lack of conformity within a maximum period of 12 hours from the provision of the Services.

The Service Provider will reimburse or rectify or have rectified (to the extent possible) the Services found to be defective as soon as possible and at the latest as soon as possible after the Service Provider has discovered the defect or fault.

The Service Provider's warranty is limited to the reimbursement of the Services actually paid for by the Client and the Service Provider shall not be held liable or in default for any delay or non-performance resulting from the occurrence of a case of force majeure usually recognised by French case law.

The Services provided through the Service Provider's website www.ilebanche.com comply with the regulations in force in France.

ARTICLE 9 - RIGHT OF WITHDRAWAL

Activities related to the organisation and sale of holidays on a specific date or during a specified period are not subject to the withdrawal period applicable to distance selling.

ARTICLE 10 - IMAGE RIGHTS

You expressly authorise the camping ile blanche to use, on any medium, photos of you and your children that may be taken during your stay, for advertising purposes of the campsite. In accordance with the French law "Informatique et libertés" of 6 January 1978, you have the right to access, rectify and oppose any personal data concerning you. To do so, simply send a written request to the camping ile blanche.

ARTICLE 11-MINORS

Minors must be accompanied by their legal representative throughout their stay. Children must be accompanied by an adult at all times in all collective facilities (toilets, swimming pool, playground, etc.).

ARTICLE 12 - PROTECTION OF PERSONAL DATA

The Service Provider, who is the author of the present document, processes personal data with a legal basis:

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

- canvassing
- management of the relationship with its customers and prospects,
- the organisation, registration and invitation to events of the Service Provider,
- processing, execution, prospecting, production, management, follow-up of customer requests and files,

- the drafting of deeds on behalf of its clients.

● Or the respect of legal and regulatory obligations when it implements a processing operation whose purpose is :

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

- invoicing,

- accounting.

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

In this respect, customer data is retained for the duration of the contractual relationship plus 3 years for the purposes of promotion and canvassing, without prejudice to the obligations to retain it or the limitation periods.

With regard to the prevention of money laundering and the financing of terrorism, the data is kept 5 years after the end of the relationship with the Service Provider. In terms of accounting, they are kept for 10 years after the end of the financial year.

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

The data processed is intended for the Service Provider's authorised persons.

Under the conditions defined by the French Data Protection Act and the European Data Protection Regulation, natural persons have the right to access, rectify, query, limit, transfer and delete data concerning them.

The persons concerned by the processing operations implemented also have the right to object at any time, for reasons relating to their particular situation, to the processing of personal data having as a legal basis the legitimate interest of the Service Provider, as well as the right to object to commercial prospecting.

They also have the right to define general and specific directives defining the manner in which they intend to exercise, after their death, the above-mentioned rights.

- By e-mail to the following address: ileblanche@wanadoo.fr

- Or by post to the following address: camping ile blanche 9 chemin des bardonnieres 17630 la flotte en re accompanied by a copy of a signed identity document.

The persons concerned have the right to lodge a complaint with the CNIL.

ARTICLE 13 - INTELLECTUAL PROPERTY

The content of the website www.ileblanche.com is the property of the Service Provider and its partners and is protected by French and international intellectual property laws.

Any total or partial reproduction of this content is strictly prohibited and is likely to constitute a counterfeiting offence.

In addition, the Service Provider remains the owner of all intellectual property rights to the photographs, presentations, studies, drawings, models, prototypes, etc., produced (even at the Client's request) for the purpose of providing the Services to the Client. The Client therefore refrains from reproducing or exploiting the said studies, designs, models, models and prototypes, etc., without the express, prior written authorisation of the Service Provider, which may make it conditional on financial consideration.

ARTICLE 14 - APPLICABLE LAW – LANGUAGE

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

These General Terms and 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 be deemed authentic in the event of a dispute.

ARTICLE 15 - DISPUTES

ALL DISPUTES TO WHICH THE PURCHASE AND SALE OPERATIONS CONCLUDED IN APPLICATION OF THE PRESENT GENERAL CONDITIONS OF SALE COULD GIVE RISE, CONCERNING THEIR VALIDITY, INTERPRETATION, EXECUTION, TERMINATION, CONSEQUENCES AND FOLLOW-UP, AND WHICH COULD NOT BE RESOLVED BETWEEN THE SERVICE PROVIDER AND THE CUSTOMER WILL BE SUBMITTED TO THE COMPETENT COURTS UNDER THE CONDITIONS OF COMMON LAW.

The Client is informed that, in the event of a dispute, he may in any case have recourse to a conventional mediation procedure or any other alternative dispute resolution method.

In particular, he may have recourse, free of charge, to the following Consumer Mediator:

)ARTICLE 16 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The Customer acknowledges having been informed, prior to placing his Order, in a legible and comprehensible manner, of these General Terms and Conditions of Sale and of all the information and details referred to in Articles L 111-1 to L 111-7 of the French Consumer Code, in addition to the information required pursuant to the Order of 22 October 2008 relating to the prior information of the consumer on the characteristics of rental accommodation in open-air hotels and in particular:

- The essential characteristics of the Services, taking into account the communication medium used and the Services concerned;
- The price of the Services and related costs;
- Information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if not apparent from the context;
- Information relating to the legal and contractual guarantees and their implementation methods; the functionalities of the digital content and, where applicable, its interoperability;
- The possibility of recourse to conventional mediation in the event of a dispute;
- Information on, and modalities of, termination and other important contractual conditions.

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

GCS Updated on 04/03/2021