

TERMS OF SALES

DEFINITIONS:

ORDER or **RESERVATION** or **RENTAL** : Purchase of Services.

SERVICES: Rental accommodation.

ACCOMMODATION : mobile leisure residence.

ARTICLE 1 - SCOPE

These General Terms and Conditions of Sale apply, without restriction or reservation, to any accommodation rental 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 it before placing an order. The choice and purchase of a Service is the sole responsibility of the Customer.

The contact details of the Service Provider are as follows:

Campsite ILE BLANCHE
9 path of the bardonnieres
17630 the fleet in re

These conditions apply to the exclusion of all other conditions, 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.

Unless proven otherwise, 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 Data Protection Act and the European Data Protection Regulation, the Customer has, at any time, a right of access, rectification, and opposition to all of his data. personal by writing, by mail and justifying his identity, to:

Camping L'île BLANCHE 9
chemin des bardonnieres
17630 the fleet in re

The Customer declares to have read these General Conditions of Sale and to have accepted them 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.ileblanche.com.

These General Conditions of Sale may be subject to subsequent modifications, the version applicable to the Customer's purchase is that in force on the website on the date of placing the Order.

ARTICLE 2 – RESERVATIONS

The Customer selects on the site the services he wishes to order, according to the following methods: On the Internet, it is up to the customer to select the accommodation he wishes, the desired rental period as well as the rental conditions. He will then be able to book his stay in a booking tunnel by respecting the service provider's deposit policy.

It is up to the customer to check the accuracy of his order, its price and to correct any errors before confirming his acceptance. The reservation of accommodation is only final after:

- the written agreement of the establishment,
- receipt of the deposit for the administration fees and the cancellation guarantee fees, if applicable.

The reservation is binding on the establishment only when it has accepted it, depending in particular on availability and more generally on any circumstances likely to affect the execution of the

reservation made. The establishment reserves the right to refuse any reservation which would be contrary to the internal regulations of the establishment or which would seek to divert it from its original vocation. The reservation accepted by the establishment is personal and cannot be transmitted to a third party without the prior agreement of the establishment.

It is the Customer's responsibility to verify the accuracy of the Order and to immediately report any errors. The Order will only be considered final after the Customer has been sent confirmation of the acceptance of the Order by the Service Provider, by e-mail.

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

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

ARTICLE 3 – PRICES

The Services offered by the Service Provider are provided at the rates in effect on the website www.ileblanche.com, when the order is registered by the Service Provider. Prices are expressed in Euros, excluding and including tax. The rates take into account any reductions 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 reserving the right, outside this period of validity, to modify the prices at any time. They do not include processing and management costs, 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 Customer when the Services ordered are provided at the end of the stay.

The rates include VAT with a VAT rate of 10% applicable on the day they were determined.

Any subsequent change in the applicable VAT rate, occurring between the time the rates were determined and the invoicing of the stay, will result in a correlative change in the price including tax, which the customer accepts without reservation.

3.1. TOURIST TAX

The tourist tax, collected on behalf of the Ile de Ré community, is not included in the rates. Its amount is determined per person (from 18 years old) and per day and varies according to the destination. It is to be paid when booking.

ARTICLE 4 - PAYMENT CONDITIONS

4.1. ADVANCE PAYMENT

A deposit corresponding to 30% 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 rental contract and attached to the copy to be returned. It will be deducted from the amount of the fees but not reimbursed by the Service Provider in the event of cancellation less than 30 days before 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 reservations made less than 30 days before the start date of the stay, full payment must be made at the time of reservation.

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 Customer will only be considered final after actual collection of the sums. Late payment will result in the immediate payment of all sums owed by the Customer, without prejudice to any other action that the Service Provider would be entitled to bring, in this respect, against the Customer.

4.3. NON-COMPLIANCE WITH PAYMENT TERMS

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 Customer and/or to suspend the performance of its obligations. .

4.4. MEANS OF PAYMENT

No additional costs, higher than the costs borne by the Service Provider for the use of a means of payment, may be invoiced to the Customer.

ARTICLE 5 - PROVISION OF SERVICES

5.1. PROVISION AND USE OF SERVICES

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

The accommodations and pitches are provided for a determined number of occupants for rental and cannot under any circumstances be occupied by a greater number of people. The campsite reserves the right to refuse access to families or groups arriving with a number of participants greater than the reservation.

established

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

Otherwise, the tenant will have to pay a lump sum of 80 € for cleaning. Any damage to the accommodation or its accessories will result in immediate repairs at the tenant's expense. The inventory statement at the end of the lease must be strictly identical to that at the start of the lease.

5.2. SECURITY DEPOSIT

For accommodation rentals, a security deposit of €200 is required from the tenant on the day the keys are handed over and returned to him on the day of the end of the rental, subject to any deduction of the costs of repairs.

For accommodation rentals, a cleaning deposit of €80 is required from the tenant on the day the keys are handed over and is returned to him on the day of the end of the rental. It will be cashed in the event that the rental is not returned in a perfect state of cleanliness, the cleaning being the responsibility of the tenant.

These guarantees do not constitute a limit of liability.

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

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 customer, the rental becomes available again within 24 hours after your initial arrival date.

6.1. MODIFICATION

In the event of modification of the dates or the number of people, the Service Provider will endeavor to accept requests for modification of the date as far as possible within the limits of availability, if the amount of the modified stay is higher, the customer must settle the difference. Any request for modifications must be made by email or by post.

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

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

6.2. INTERRUPTION

A premature departure will not give rise to any refund from the latter.

6.3. CANCELLATION

Any cancellation of stay must be made in writing by post with acknowledgment of receipt.

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

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

6.3.2 By way of derogation from paragraph 6.3.1, in the event that the cancellation of the stay is justified by the fact that one of the participants is affected directly or indirectly by COVID 19 (infection or contact case), and that this situation would call into question his participation in the stay, the cancellation will be made without compensation for termination. The processing and management fees (article 3) will nevertheless remain acquired by the Service Provider.

The Customer must imperatively justify the event giving rise to the right to cancellation without compensation for termination.

6.3.3 By way of derogation from paragraph 6.3.1, in the event that the Customer is forced to cancel the stay in full due to government measures that do not allow participants to travel (local confinement, travel ban), then even that the campsite is able to perform 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 costs (article 3) which will remain acquired by the Service Provider.

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

CANCELLATION GUARANTEE:

No refund will be possible if you do not subscribe to the cancellation guarantee during your initial reservation, this is therefore recommended, its amount per week is reserved and payable fully and only when booking (25€ / booking)

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

- accident, illness or death of the insured, of his ascendant or descendant spouse,

- economic dismissal of the insured or his/her spouse Deduction

made of processing and management costs (article 3) which will remain acquired by the Service Provider.

The cancellation guarantee ceases to have effect from the start of the rental and cannot intervene if one of the elements listed above occurred during the stay.

PLEASE NOTE: no refund will be made if the balance of the stay has not been paid on time, either 30 days before the date of stay

ARTICLE 7 - CLIENT RESPONSIBILITY

7.1. PUBLIC LIABILITY

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

Pets are accepted FREE of charge, under the responsibility of their masters They must be kept on a leash, any lack of hygiene and corrections will be sanctioned by immediate expulsion without the possibility of reimbursement of the stay. The owner of the dog must bring the vaccination record during his stay. It is strictly forbidden to leave the animals alone in the accommodations, the droppings of the animals made on the campsite must be picked up by the owner of the animal.

The owner of the category 1 and 2 dog(s) must comply with the laws in force concerning them.

7.3. INTERNAL RULES

Rules of procedure are displayed at the entrance to the establishment and at reception. The Customer is required to read and respect it.

ARTICLE 8 - RESPONSIBILITY OF THE PROVIDER - WARRANTY

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

In order to assert his rights, the Customer must inform the Service Provider, in writing, of the existence of 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 (as far as possible) the services deemed to be defective as soon as possible and at the latest as soon as possible following the observation by the Service Provider of the defect or defect.

The Service Provider's guarantee is limited to the reimbursement of the Services actually paid for by the Client and the Service Provider cannot be considered responsible or in default for any delay or non-performance resulting from the occurrence of a case of force majeure usually recognized 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 organization and sale of stays 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 authorize, without compensation, the Ile Blanche campsite to use, on any medium, the photos of you and your children that may be taken during your stay, for the advertising purposes of the campsite. In accordance with the Data Protection Act of January 6, 1978, you have the right to access, rectify and oppose personal data concerning you. To do this, simply make a request in writing to the Ile Blanche campsite. .

ARTICLE 11-MINORS

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

ARTICLE 12 – PROTECTION OF PERSONAL DATA

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

- Either the legitimate interest pursued by the Service Provider when pursuing the following purposes:
 - prospecting
 - the management of the relationship with its customers and prospects,
 - the organization, registration and invitation to events of the Service Provider,
 - 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 only keeps the data for the duration necessary for the operations for which they were collected as well as 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.

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

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

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. , 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: ileblanche@wanadoo.fr
- Or by post to the following address: camping ile blanche 9 chemin des bardonnieres 17630
the fleet in 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 laws relating to intellectual property.

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

In addition, the Service Provider remains the owner of all intellectual property rights in the photographs, presentations, studies, drawings, models, prototypes, etc., produced (even at the request of the Client) with a view to providing the Services to the Client. The Client 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, who may condition it on financial consideration.

ARTICLE 14 - 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 15 – DISPUTES

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

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

In particular, he may have free recourse to the following Consumer Mediator:
CM2C 14 rue st jean 75017 paris, tel: 0609204886, website: cm2c.net

ARTICLE 16 - 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 of the relevant Services;
- The price of the Services and related costs;
- Information relating to the identity of the Service Provider, its postal, telephone and electronics, and its activities, if they are not apparent from the context;
- Information relating to legal and contractual guarantees and their methods of implementation; 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 contractual conditions important.

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

CGV Updated on 04/03/2021