

GENERAL CONDITIONS OF SALE

In order to benefit from the services offered by Camping Saint Pabu Plage, we ask you to carefully read the general conditions below. These conditions govern holiday sales and are valid at the time the order is placed. Booking a stay implies full acceptance of our general conditions.

DEFINITIONS

Terms beginning with a capital letter have the meaning given to them in these General Conditions.

« **Customer** »: These General Conditions apply only to individual customers, i.e. to any natural person assimilated to an individual, who makes and is responsible for the payment of a Reservation on their own account. They replace any other document which may have been brought to the attention of the Client. The notion of Client is particularly opposed to the notions of participant in the stay, occupant, visitor, group, resident.

« **Accommodation** »: designates the different families of Rentals and Pitches offered for rental by the Company to Customers, the characteristics and prices of which are given on the campsite Website.

Each Accommodation is intended for a specific maximum number of adults and children, specified on the campsite website. Babies are counted like any other person.

« **Rental** »: Mobile home, Cottage, Privilege, Cabadienne, etc.

« **Camping Pitch** »: Plot on the Saint Pabu Plage Campsite devoid of any form of Rental as defined herein and made available to the Customer coming to the Campsite with their own installation unit (e.g. tent, caravan, camper van, etc.).

« **Camping website** »: designates the website www.saintpabu.com and in general all websites or any URL automatically referring to this address.

« **The Company** » ou « **The Camping** »: designates the legal entity representing the Camping Saint Pabu Plage.

RESERVATION CONDITIONS

Reservations are made by:

- Telephone at **00332 96 72 24 65**,
- Correspondence **camping@saintpabu.com**
- Courier **Camping Saint Pabu Plage, Plage de Saint Pabu 22430 ERQUY**,
- Internet on the merchant site **www.saintpabu.com**, a secure page thelisresa.webcamp opens and allows you to reserve in real time in complete security.

The reservation becomes effective only:

- With the agreement of Camping Saint Pabu Plage,
- After receipt of the deposit and/or the entire amount of the reservation,
- After receipt either of the reservation contract duly completed and signed, or after acceptance of the general conditions of sale when booking online.

In the event of non-payment of the deposit upon reservation or the balance no later than 30 days before the start date of the stay by the Customer, the Company reserves the right to cancel the reservation and re-offer the Rental or accommodation. 'Pitch for rental.

Reservations only bind the Company if the Company has accepted them, which Camping Saint Pabu Plage is free to do or refuse, depending on availability, and in general, any circumstances likely to be harmful. upon execution of the reservation made. Camping Saint Pabu Plage offers family-oriented stays, in the traditional sense, the rentals, pitches and infrastructure are specially designed for this purpose. The Company reserves the right to refuse any reservation which is contrary to this principle, or which seeks to divert it.

The person making the reservation must be at least 18 years old, be legally capable of contracting in accordance with these rental conditions and guarantee the truth and accuracy of the information. In addition, she must be participating in the booked stay. The reservation of a Campsite or Rental is therefore made on a strictly personal basis and it is up to the Customer to verify the accuracy of the reservation and to immediately notify the Campsite of any error, by mail or email. The Customer cannot under any circumstances sublet or transfer his reservation. The Customer's identity document may be requested upon arrival. Each person registered for the stay must present themselves upon arrival at reception so that after checking the participants in the stay, everyone is equipped with the permanent campsite bracelet. Wearing a bracelet is mandatory. It allows each participant to enter the campsite, move around and access the various services. Access to the campsite is only possible for people registered for the reservation and for the duration of the reserved stay. The Client and participants are recorded for the entire duration of the stay. They cannot be modified or withdrawn in part or entirely from the Reservation. A visitor is defined in these General Conditions as any person who is not one of the participants mentioned on the Reservation and who comes to visit the Client on the Campsite, which is prohibited at Camping Saint Pabu Plage.

Minors must be accompanied by their parents or legal guardians.

Camping pitches

- The basic package includes the pitch for a vehicle and a tent, a vehicle and a caravan, a van or a camper van for 1 or 2 people,
- Boats and sand yachting, for example, are not included in the package. They must be declared when booking subject to the establishment's agreement and must be parked in the campsite's outdoor car park if necessary.
- A Camping pitch can accommodate 1 to 4 people (knowing that a baby counts as one person),
- Access to sanitary facilities and reception infrastructure,
- Electricity (10 Amps),
- Access to possible activities and the loan of equipment.

Equipped Rental

- The basic package includes Rental of 1 to 6 places depending on the type of Rental (knowing that a baby counts as one person),
- Access to reception infrastructure,
- Access to possible activities and loan of equipment,
- The installation of a tent is prohibited on Pitches other than bare camping Pitches,
- One vehicle only,
- Boats and sand yachting, for example, are not included in the package. They must be declared when booking subject to the establishment's agreement and must be parked in the campsite's outdoor car park if necessary.

Camping Saint Pabu Plage, for reasons of insurance, security and quality of service, reserves the right to refuse access to the campsite to people arriving with a number of participants greater than the capacity of the rented Accommodation or if the persons present are not the persons registered in the file. Babies are counted like any other person. If the number of people exceeds the maximum capacity of the accommodation, the management reserves the right to refuse access to the campsite. If available, a proposal for a Rental with greater capacity or a second accommodation (Rental or Pitch) may be offered with payment of the difference.

Because no one is safe from the unexpected, Camping Saint Pabu Plage offers you protection by taking out cancellation and interruption of stay insurance. This is Campez Couvert insurance from the Gritchen Group, an insurance brokerage company, for which you will find the general conditions of sale on the campsite website and when you book online. To be valid, this insurance must be taken out and paid for at the time of booking. The insurance rate is 4% of the total amount of the stay. This insurance allows you to reimburse your stay in the event of force majeure: illness, accident, etc. Guarantee extracts are available on request and on the Camping website.

DEPOSIT – SECURITY DEPOSIT

For Rental, a security deposit will be requested by email **10 days before the start of your stay**. This must be carried out online via the platform of our partner SWIKLY. This deposit of €200 which is not debited from your account. This deposit is simple and does not block these €200 in your bank account. This is a simple bank card imprint which has no impact on your bank limit. For stays on pitches, a security deposit may be requested for the rental of a fridge or other item. The entirety of this security deposit will be returned to you no later than 3 days after your departure if the Accommodation is left clean, after deduction of compensation withheld for any damage caused, unpaid services, loss of keys given upon your arrival. This guarantee does not constitute a limit of liability. If the customer does not wish to use the platform of our partner SWIKLY for the deposit, he will have to provide a bank card deposit upon arrival which will be blocked for the duration of the stay.

GROUP BOOKING

Camping Saint Pabu Plage does not accept reservations for groups. It offers family-oriented stays, in the traditional sense. The accommodation offered is intended exclusively for individual customers.

RATES AND TOURIST TAX

- **Rates :**
The Services offered by Camping Saint Pabu Plage are provided at the prices in effect on the website www.saintpabu.com, when the Customer places the order. Prices are expressed in Euros, VAT included. The prices take into account any reductions that may be granted by Camping Saint Pabu Plage on the website www.saintpabu.com.
These prices are firm and non-revisable during their period of validity, as indicated on the website www.saintpabu.com, in the email or in the written proposal addressed to the Customer. Beyond this period of validity, the offer is void and Camping Saint Pabu Plage is no longer bound by the prices. Furthermore, prices are likely to change depending on economic and commercial conditions. The contractual price, owed by the Customer, is that affixed to their reservation confirmation. The Company applies dynamic pricing. As a result, prices are likely to rise or fall. "Partner" benefits and promotions cannot be applied to a reservation that has been confirmed, whether it has already been paid in full or in part; these are in no way retroactive. It is therefore possible that for the same stay, customers paid different prices. Customers who have paid the highest price will under no circumstances be able to benefit from a refund of the difference between the price they paid and the promotional price.

- **Booking fee :**
Camping Saint Pabu Plage offers reservation fees for Rentals and Camping Pitches.
The payment requested from the Customer corresponds to the total amount of the purchase. Payment can be made in several installments following the conditions indicated in the *Payment Terms paragraph*.
- **Tourist tax :**
Collected on behalf of the municipality, its amount is determined by the municipality. It is calculated per person (18 years and over) and per night and appears distinctly on the reservation. It must be paid with the rest of the stay in a single global payment.

PAYMENT TERMS

- For reservations made more than 30 days before the start of the stay, a deposit of 30% of the price of the amount of the services reserved must be paid upon reservation. The balance must be paid **no later than 30 days before the start date of the stay**.
- For reservations made less than 30 days before the start date of the stay, full payment must be made at the time of booking (30% deposit + balance of the stay).
- In the event of non-payment of the deposit upon reservation or the balance no later than 30 days before the start date of the stay by the customer, Camping Saint Pabu Plage reserves the right to cancel the reservation and re-offer Accommodation (Rental / Pitch) for rental.

PAYMENT METHODS

You can make payment by:

- **Bank card :**
On our secure website, you can, **according to your preference and according to our general conditions of sale, pay the deposit or the total amount in one go or in 3 installments free of charge** or by telephone on **00332 96 72 24 65**
- **Bank transfer:**
This method of payment is not possible less than 10 days before the start date of the stay.
Pay by bank transfer. The IBAN number is FR7612206025005602750477408. BIC code (Bank identification code) - SWIFT code - AGRIFRPP822. By indicating your customer number.

NO RIGHT OF WITHDRAWAL

In accordance with article L.221-28 of the Consumer Code, Camping Saint Pabu Plage informs its customers that the sale of Accommodation services provided on a specific date, or according to a specific frequency, is not subject to the provisions relating to the 14-day withdrawal period.

CANCELLATION AND MODIFICATIONS

1 - MODIFYING YOUR RESERVATION

- No carry-over will be accepted for the following season or seasons.
- The Customer must carry out their stay under the initial reservation conditions or cancel it according to the cancellation conditions of the campsite and/or the cancellation and interruption of stay insurance if they have subscribed to it.
- Any request to increase the length of your stay will be made according to availability and the rates in force.
- Any request for a reduction in the length of stay from the Customer is considered a partial cancellation and will be subject to the cancellation terms of the campsite and/or the cancellation and interruption of stay insurance if subscribed to.

2 - UNUSED SERVICES

In the event of an interrupted or shortened stay for one of the following reasons:

- Administrative closure of the campsite;
- Closure of borders by administrative decision;
- Limitation of travel to a number of kilometers by administrative decision not allowing coming to the campsite.

A voucher for an amount corresponding to unused nights, valid for two years, will be issued by the Campsite. If the Customer refuses this voucher, it will be refunded, on request, the corresponding amount less the cost of cancellation insurance if it has been taken out.

Apart from the reasons mentioned above:

- Any interrupted or shortened stay (late arrival, early departure), caused by the Customer, will not give rise to a refund or a voucher;
- Any supplement to the stay (person, dog, equipment, etc.) reserved but not consumed in part or in full, due to the Customer, will not give rise to a refund or a voucher.

3 - CANCELLATION DUE TO CAMPSITE SAINT PABU PLAGE

In the event of cancellation by Camping Saint Pabu Plage, except in cases of force majeure, the amounts paid for the reservation will be fully refunded. However, this cancellation cannot give rise to the payment of damages.

4 - CANCELLATION BY THE CUSTOMER

In the event of cancellation by the Customer, any cancellation request must be communicated by post to the postal address of Camping Saint Pabu Plage or by e-mail. Cancellations sent by telephone cannot be taken into account. Any cancellation results in the termination of the reservation and the Campsite reserves the right to offer the Accommodation for rental again. For greater caution, cancellation and interruption of stay insurance can be taken out by paying the contribution indicated on the rental contract or by checking the box provided for this purpose when booking online. This insurance must be taken out simultaneously with the rental contract. The complete cancellation insurance notice and exclusions can be downloaded from the Camping Website.

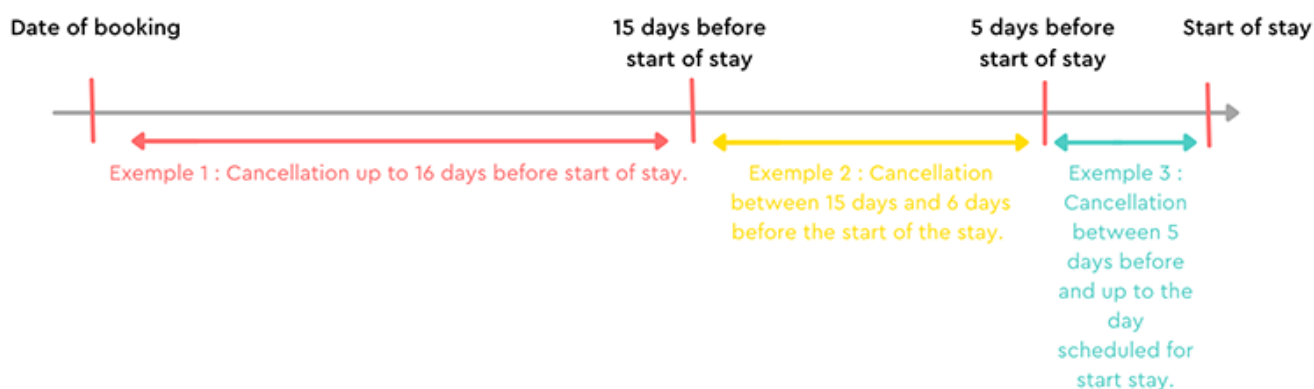
A – If the Customer cancels *without having subscribed to cancellation and interruption of stay insurance*

For one of the following reasons until their arrival date:

Closure of borders by administrative decision - Administrative closure of the campsite - Limitation of travel to a number of kilometers by administrative decision not allowing people to come to the campsite.

A voucher, for an amount corresponding to the full amount paid, valid for two years, will be issued by the Campsite. If the customer refuses this voucher, it will be refunded, on request, the corresponding amount.

- *For all other reasons:*



Case 1 : Cancellation up to 16 (sixteen) days before the start of your stay.

A sum of 15% of the amount of the stay will be retained by the Company for cancellation costs. The remainder of the amounts paid by the Customer will be reimbursed by the Company.

If payment was made in part or in full with a voucher worth more than 15%: The 15% of the amount of the stay will be retained by the campsite as a cancellation fee. A new non-refundable, non-transferable voucher with a duration of 2 years will be issued with the amount of the initial voucher less 15%. The rest of the amounts paid other than the voucher will be refunded.

Case 2 : Cancellation between D-15 and D-6 before the start of the stay. A sum of 30% of the total amount of the stay will be retained by the Company for cancellation costs. The rest of the amounts paid by the Customer will be reimbursed in the form of a voucher to be used by the Company. This voucher is non-refundable, non-transferable and has a validity of two years.

Case 3 : Cancellation between D-5 and D-0 before the start of the stay. The entire amount paid, i.e. the entire amount of the stay, is retained by the Company. No refunds will be made. No postponement will be possible.

If the customer does not show up at the Campsite and without having informed the Campsite by mail or e-mail in advance, the reservation will be considered canceled by the customer. The Campsite therefore reserves the right to offer the Accommodation for rental again the day after the scheduled arrival date at 12:00 p.m.

In the event of cancellation of the stay, the amount paid in holiday vouchers cannot be reimbursed in accordance with article L.112-14 I. of the Monetary and Financial Code. In this case, a non-refundable voucher with a validity period of 2 years will be established for the amount of the sums paid in Holiday vouchers, possibly deducting sums paid, according to the conditions indicated above.

For the Customer who has booked with his Bank Card, he can check with his Bank his insurance guarantees such as the modification or cancellation of a trip and if his case allows him to be eligible for coverage. charge for a possible refund.

B – If the Customer cancels his reservation with cancellation and interruption of stay insurance

The amounts paid are covered by the guarantee according to the general cancellation conditions. If the reason is not covered by the cancellation insurance or if the file is refused by it, the general conditions of sale in paragraph 4 apply. In this case, the cost of the cancellation insurance initially paid by the customer will be deducted from the sums paid in the event of cancellation for the calculation of any reimbursement or voucher according to cases 1, 2 and 3 previously detailed.

THE STAY

Pitches and Rentals are allocated according to availability in order to optimize the Camping's schedules. This allocation can be changed at any time before arrival. As a result, the Customer does not have the possibility of choosing their Pitch or Rental number in advance and no Pitch number will be communicated to them before their stay. In the event that the tenant wishes upon arrival a pitch or rental other than that allocated by the campsite, he can be satisfied within the limits of the possibilities of the Campsite.

Special requests must be specified by the Customer at the time of booking. Of course, Camping Saint Pabu Plage will try to satisfy them according to what is possible, without guaranteeing them. No request made after sending the booking confirmation will be taken into consideration.

Camping Saint Pabu Plage nevertheless reserves the right to modify the type of Rental or Pitch by upgrading it if no specific request was made at the time of booking.

1 – ARRIVAL

- **If a “health pass” is required**

If the obligation of a “health pass” is required by the government of the country on the dates of the booked stay, all participants in the stay, subject to this obligation, must present a valid “health pass” on their arrival to be able to enter in the campsite.

- **Arrivals at a campsite**

Arrival days are free for the campsite pitches. In the event of a booked stay, arrival is on the scheduled arrival day indicated on the contract, from 2:00 p.m.

- **Rental arrivals**

Arrivals for Rentals are on Saturday from 4:00 p.m. (except Cabadienne for which arrivals are possible every day). Each Rental contains all kitchen and table equipment as well as bedding (with the exception of sheets and bathroom linen). Inventory is distributed upon arrival. An inventory will be carried out by the Client upon arrival and by the Company's staff upon the Client's departure. The tenant is required to check it and report any anomalies the same day. Any dissatisfaction regarding the state of cleanliness, or the general condition of the Rental must be notified no later than 24 hours after arrival, in order to allow it to be remedied. No complaints will be admissible more than 24 hours after the day of arrival.

- **Late arrivals**

Arrivals are possible after reception closes, provided you notify reception as early as possible on the same day by telephone before 6 p.m. If the Customer must arrive on a day other than the day indicated on the contract, he must notify Campin in writing (mail, registered letter, e-mail). If no information reaches the Campsite on this subject, the Campsite Pitch or Rental will be allocated to another Customer from 12 p.m. the following day. Please note after 11 p.m., Customers can no longer enter the campsite with their vehicle, even if the license plate number has been provided.

2 – DURING THE STAY

- The Customer hosted on a Location or in an Accommodation must be insured for civil liability. An insurance certificate may be requested from the Client before the start of the service.
- It is up to the Customer to ensure: the Customer is responsible for monitoring their personal items (bicycles, etc.). The Company declines all responsibility in the event of an incident falling under the Client's civil liability. All customers must comply with the provisions of the internal regulations.
- Smoking is strictly prohibited in rental accommodation and the campsite's playground. The Bar/Restaurant terraces and rental terraces will remain permitted for smokers.
- Each tenant is responsible for disturbances and nuisances caused by people staying with him.
- Serious non-compliance with the internal regulations may result in the expulsion of the Client and participants in the stay.

3 - DEPARTURE

- **Departures from campsite pitches**

On the departure day indicated on the reservation, the Pitch must be vacated before 12 p.m. The Location must be made clean. In the event of rental of a fridge or other property, the deposit will be returned after it has been returned in good condition.

- **Rental departures**

On the departure day indicated on the reservation, the Rental Accommodation must be vacated before 12 p.m. The Accommodation will be returned in perfect clean condition, and the inventory can be checked, any broken or damaged item will be the responsibility of the Customer, as well as the restoration of the premises if this proves necessary. The deposit will be returned at the end of the stay after deduction of compensation withheld, on supporting invoices, for any damage noted by the exit inventory. The withholding of the deposit does not exclude additional compensation in the event that the costs exceed the amount thereof. In the event that the Accommodation has not been cleaned before the Client's departure, a cleaning fee of a minimum value of €80 including tax will be requested. Exit inventories are made by appointment made in advance at reception, from Sunday for the following Saturday and depending on the time slots remaining available between 8:00 a.m. and 12:00 p.m., at the time the Customer makes an appointment.

PETS

The presence of an animal must be mentioned when making the reservation.

Only dogs are allowed and this subject to certain conditions. Other animals are not accepted.

The conditions are as follows:

- During the stay, the Customer must have the dog's up-to-date vaccination record and this record must be presented upon arrival at the campsite reception.
- Category 1 dogs called "attack dogs" and those of category 2 called "guard and defense dogs" as defined by law n°99-5 of January 6, 1999 are not allowed on the Campsite.
- Only 1 dog maximum is possible per Pitch or Rental, for a fee payable upon reservation for the entire duration of the reserved stay and provided that the requested information is provided (Name, color, breed or crossbreed as well as sex of the dog) .
- Vaccination must be up to date (for dogs residing outside France, the dog must be up to date with its anti-rabies vaccination).
- The dog must be tattooed or have an electronic identification chip. He must be kept on a leash on the campsite and must not enter areas that are prohibited to him. The dog must be walked outside the campsite. In the event of accidental soiling, we will ask you to pick up carefully. He must always be under your supervision and must not be left alone on the pitch or in the Rental. The dog must not disturb the tranquility of the campsite.
- For information, the town hall prohibits dogs on the town's beaches from June 15 to September 15.

IMAGE

The Client authorizes Camping Saint Pabu Plage, as well as any person whom Camping Saint Pabu Plage wishes to replace, to photograph, record or film him during the stay at the campsite and to use the said images, sounds, videos and recordings on all media (in particular on the sites or Internet pages of Camping Saint Pabu Plage - including Facebook and Instagram - on the presentation and promotion media of the campsite and on travel or tourist guides). This authorization applies both to the Client and to the participants in the stay. Its sole purpose is to ensure the promotion and entertainment of the campsite and cannot in any way harm the reputation of the Client and the participants in the stay. This authorization is granted free of charge, for all countries and for a period of 5 years.

APPLICABLE LAW - LANGUAGE

These General Conditions of Sale and the operations resulting from them are governed 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 will be authentic in the event of a dispute.

DISPUTE

- Any possible complaint concerning the non-compliance of services with contractual commitments to be taken into account, must be made on site during the stay and in no case afterwards.
- In the event of a dispute, the courts of the campsite headquarters have sole jurisdiction. Any complaint relating to a stay must first be reported to the campsite reception in order to resolve the problem as quickly as possible.
- And secondly, by email: camping@saintpabu.com, or in writing to the campsite reception. The complaint must be received within a maximum of 8 days after the departure date.
- No complaint can be processed if it has not been mentioned to the campsite reception during the stay.

MEDIATION

In accordance with articles L. 133-4 and R. 152-1 of the Consumer Code, the customer is also informed of the possibility of recourse, only in the event of contesting the result of his complaint with the customer service of SARL ERQUY PLAGE , to a conventional mediation procedure within 12 months. The mediation service of the ERQUY PLAGE company is the Professional Mediation Company - consumer mediation. Any request for mediation must be made to them, either electronically via their contact interface: <https://www.mediateur-consommation-smp.fr/contact/>, or by post: Société de la Médiation Professionnelle Médiateur- Consommation- Smp - 24, rue Albert de Mun 33000 Bordeaux.

RESPONSIBILITY OF CAMPSITE SAINT PABU PLAGE

Camping Saint Pabu Plage strives to ensure that the information published on its website is up to date, in particular photos, presentation videos, qualifiers, activities, leisure activities, services and operating dates. . However, as this information is partly provided by partners or third parties, Camping Saint Pabu Plage cannot guarantee that it is always accurate, up to date and exhaustive. Camping Saint Pabu Plage is, as such, only bound by an obligation of means.

For any questions, clarifications or requests for additional information, do not hesitate to contact us.

The information that the Customer communicates to the Campsite when placing their order will not be transmitted to any third party. This information will be considered confidential by Camping Saint Pabu Plage. They will be used only by the campsite's internal services, for processing their order and to reinforce and personalize communication and the offer of services reserved for its customers according to their interests. In accordance with the Data Protection and Freedoms Act of January 6, 1978, the Customer has a right of access, rectification, and opposition to personal data concerning him or her. To do this, simply make a request to the Camping by mail to the following address, indicating your first and last name and address. In application of article L.223-2 of the Consumer Code, the Campsite reminds the Customer that, if the Customer no longer wishes to be the subject of commercial prospecting by telephone, they have the possibility of registering free of charge on the list of opposition to telephone canvassing via the bloctel.gouv.fr website. This list applies to all professionals with whom you do not have a current contractual relationship.

PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The Customer acknowledges having been informed, 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 in application of the decree of October 22, 2008 relating to prior information to the consumer on the characteristics of Rental Accommodation in outdoor 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 they do not emerge 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 termination terms and other important contractual conditions.
- The fact for a natural person (or legal entity) to reserve a stay implies full and complete adherence and acceptance of these General Conditions of Sale, which is expressly recognized by the Customer, who waives, in particular, the right to rely on any document contradictory, which would be unenforceable against the Service Provider;
- These General Conditions are up to date as soon as they are published online, they cancel and replace any previous version;
- They are valid at the time the Customer makes a Reservation, excluding all other conditions, and subject to availability and acceptance of the Reservation by the Company;
- The Company reserves the right to modify them at any time;
- These General Conditions take precedence over any other document (in particular catalogs, brochures, advertisements, etc.) having only informative and indicative value, unless there is prior written and deviating agreement from the Company.

Last updated on April 12, 2024
