

TERMS OF SALES
CAMPING AU BON AIR * MARENNES-PLAGE**
Reservation of accommodation or "tourism" locations by individuals

Contact details of the Service Provider:

- Camping Au Bon Air, SARL Au Bon Air, RCS Marennes 497 706 051
- 9 avenue Pierre Voyer 17320 MARENNES
- Phone. 05.46.85.02.40 - Email: contact@aubonair.com - Site: www.aubonair.com

DEFINITIONS:

ORDER or RESERVATION or RENTAL: Purchase of Services.

SERVICES: seasonal rental of accommodation or "tourism" bare pitches.

ACCOMMODATION: Tent, caravan, mobile leisure residence and light leisure accommodation.

ARTICLE 1 - SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or bare pitches on the Au Bon Air campsite, operated by Eric Bégau ('the Service Provider'), to non-professional customers. ("The Customers" or "the Customer"), on its website www.aubonair.com or by telephone, post or electronic mail (e-mail), or in a place where the Service Provider markets the Services. They do not apply to site rentals intended to accommodate leisure mobile homes (mobile homes) which are the subject of a "leisure" contract.

The main characteristics of the Services are presented on the website www.aubonair.com or in written form - paper or electronic - in the event of a reservation by means other than a remote control.

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 Conditions of Sale apply to the exclusion of all other conditions of the Service Provider, and in particular those applicable to other marketing channels for the Services.

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 on the date on which the Customer places the Order.

Unless proven otherwise, the data recorded in the IT system of the Service Provider constitutes proof of all transactions concluded with the Customer.

Under the conditions defined by the Data Protection Act and the European data protection regulations, the Customer has, at any time, a right of access, rectification, and opposition if the processing is not essential for 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:

Au Bon Air campsite
9 avenue Pierre Voyer
17320 MARENNES

The Customer declares to have read these General Conditions of Sale and to have accepted them either by checking the box provided for this purpose before implementing the online Ordering procedure, as well as the general conditions of use of the website www.aubonair.com or, in the event of a reservation outside the Internet, by any other appropriate means.

ARTICLE 2 - RESERVATIONS

The Customer selects on the site or provides information on any document sent by the Service Provider the services he wishes to order, as follows:

1. On the home page of the site, enter the dates and type of rental (accommodation or location) desired then "Confirm"
2. Choose the type of rental or the desired location and click on "Book"
3. Check the desired options then click on "Validate"
4. Check the cancellation insurance if desired then click on "Next step"
5. Enter your contact details, the number of accompanying persons and their contact details then click on "Next"
6. Check the order summary
7. Check the acknowledgment of the general conditions of sale
8. Choose your method of payment for the deposit
9. Fill in the fields relating to the means of payment

10. Validate the payment

11. Reception of the validation by email of your reservation by the Au Bon Air campsite

It is the Customer's responsibility to verify the accuracy of the Order and to immediately report any errors to the Service Provider. The Order will only be considered final after sending the Customer confirmation of the acceptance of the Order by the Service Provider, by email or post, or by signing the contract in the event of a reservation directly at the premises where the Provider markets the Services.

Any Order placed on the website www.aubonair.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.aubonair.com, or on any information medium of the Service Provider, when the Customer places the order. The prices are expressed in Euros and including all taxes.

The prices take into account any reductions that may be granted by the Service Provider on the website www.aubonair.com or on any information or communication medium.

These prices are firm and not revisable during their period of validity, as indicated on the website www.aubonair.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 is no longer bound by the prices.

They do not include processing and management costs, which are billed in addition, under the conditions indicated on the website www.aubonair.com or in the information (letter, email, etc.) communicated to the Customer in advance, 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 established by the Service Provider and given to the Customer when the services ordered are provided.

ARTICLE 4 - TERMS OF PAYMENT

4.1. ADVANCE PAYMENT

Amounts paid in advance are down payments. They constitute a charge on the total price due by the Customer.

A deposit corresponding to 30% of the total price of the provision of the Services ordered is required as well as the administrative costs and cancellation insurance (when taken out) when the Customer places the order. It must be paid as soon as the order is placed by the Customer for payments by credit card or within 7 days following it for other payments (bank transfer, bank check, holiday vouchers, cash).

It will be deducted from the total amount of the order.

No refund will be made by the Service Provider in the event of cancellation of the stay by the Customer more than 30 days before the scheduled date of arrival (except in cases provided for in Article 6.4 of these general conditions).

The balance for the stay of an accommodation must be paid in full 30 days before the date of arrival (under penalty of cancellation of this rental)

The balance for the stay of a bare pitch must be paid in full on the day of arrival.

The balance for any stay will be due and will not be refunded by the Service Provider in the event of cancellation of the stay by the Customer less than 30 days before the scheduled arrival date (except in cases provided for by article 6.4 of these general conditions).

4.2. PAYMENTS

Payments made by the Customer will only be considered final after actual receipt of the sums due by the Service Provider.

In the event of late payment and payment of sums due by the Customer beyond the time limit set above, or after the payment date appearing on the invoice addressed to the latter, late penalties calculated at the daily rate of 3% of the amount including tax of the price of the provision of the Services will be acquired automatically and automatically from the Service Provider, without any formality or prior notice.

Late payment will result in the immediate payment of all sums due 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 CONDITIONS

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. after formal notice remained without effect.

ARTICLE 5 - PROVISION OF SERVICES

5.1. PROVISION AND USE OF SERVICES

The accommodation may be occupied from 3 p.m. on the day of arrival and must be vacated by 10 a.m. on the day of departure.

The pitch may be occupied from 3 p.m. on the day of arrival and must be vacated by 12 noon on the day of departure.

The balance of the stay must be paid in full

- For accommodation: 30 days before the date of arrival (under penalty of cancellation of this rental)
- For bare pitches: on the day of arrival.

Accommodation and pitches are provided for a determined number of occupants for hire and may not under any circumstances be occupied by a greater number of people.

Accommodation and pitches will be left in the same state of cleanliness as on delivery. Otherwise, the tenant will have to pay a lump sum of 80 € (eighty euros) for cleaning. Any degradation of the accommodation or its accessories will result in immediate repairs at the expense of the tenant. The end-of-rental inventory statement must be strictly identical to that of the start of the rental.

5.2. SECURITY DEPOSIT

For accommodation rentals, a security deposit of € 300 (three hundred euros) is required from the Customer on the day the keys are handed over and returned to him on the day of the end of the rental, subject to possible deduction of repair costs.

For location rentals, a security deposit of € 50 (fifty euros) is required from the tenant on the day of delivery of the entry badge and will be returned to him in return for this badge.

This deposit does not constitute a limit of liability.

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

It is up to the client and all participants of the stay to implement the health measures that would be enacted by the government.

No reduction or refund will be granted in the event of a delayed arrival, an early departure, a change in the number of people (whether for all or part of the planned stay) or a non-payment. implementation of health measures decreed by the government which would not allow him to honor his stay.

6.1. MODIFICATION

In the event of a change in the dates or the number of people, the Service Provider will endeavor to accept as much as possible requests for change of date within the limit of availability, without prejudice to any additional costs; In all cases, this is a simple obligation of means, the Service Provider cannot guarantee the availability of a pitch or accommodation, or of another date; an additional price may be requested in these cases.

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.

6.2. INTERRUPTION

A premature departure cannot give rise to any reimbursement from the Service Provider.

6.3. CANCELLATION

6.3.1. It is the Customer's responsibility to take out cancellation insurance when placing the order, the conditions of which are indicated on the website www.aubonair.com (and which since January 1, 2021 include "the Covid-19 guarantee" whose Covid-19 disease of one of the participants in the stay, the quarantine following a positive test of one of the participants of the stay and the quatorzation when one of the participants of the stay is determined in case of contact)

6.3.2. In the event of cancellation of the Booking by the Customer after its acceptance by the Service Provider at least 30 days before the scheduled date of the reserved Rental, for any reason whatsoever except force majeure, the deposit paid at the Booking, as defined in article 4 - TERMS OF PAYMENT of these General Terms and Conditions of Sale shall automatically be acquired by the Service Provider, as compensation, and may not give rise to any reimbursement.

6.3.3. In the event of cancellation of the Reservation by the Customer after its acceptance by the Service Provider at least 30 days before the scheduled date of the reserved Rental, for any reason whatsoever except force majeure, the balance of the stay as defined in Article 4 - TERMS OF PAYMENT of these General Terms and Conditions of Sale shall automatically be acquired by the Service Provider, as compensation for breach, and may not give rise to any reimbursement.

In all cases of cancellation, the processing and management costs (article 3) as well as the cancellation insurance (when taken out) will remain with the Service Provider.

6.4. CANCELLATION IN CASE OF PANDEMIC

6.4.1. 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 ban on public reception, insofar as the Customer is directly concerned by the application of this measure) decided by the public authorities, and which is not attributable to the Service Provider, the sums paid in advance by the Customer for the reservation of the stay will be reimbursed within 6 months following the resolution of the stay.

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

6.4.2. By way of derogation from the provisions of article 6.3 CANCELLATION, in the event that the Customer is forced to cancel the entire stay due to government measures not allowing participants to move (general or local confinement, travel ban, closure borders), even though the campsite is able to fulfill its obligation and welcome Customers, the Service Provider - will issue a credit note corresponding to the sums paid by the Customer, less processing and management costs (Article 3) and cancellation insurance (when it has been taken out) which will remain with the Service Provider. This credit, non-refundable and non-transferable, will be valid for 12 months.

6.4.3. In the event that the Customer takes out specific insurance covering the risks listed in Article 6.3.1 or Article 6.4.2, the insurance compensation received by the Customer will be deducted from the amount of the 'have, referred to in Articles 6.4.2.

ARTICLE 7 - CLIENT'S OBLIGATIONS

7.1. CIVIL LIABILITY INSURANCE

The Customer accommodated on a site or in an accommodation must be insured in civil liability. A certificate of insurance may be requested from the Customer before the start of the service.

7.2. ANIMALS

Pets are accepted (within the limit of one per pitch) by purchasing the option when placing the order.

They are under the responsibility of their masters.

7.3. INTERNAL REGULATIONS

Internal regulations are posted at the entrance to the establishment and at reception. The Customer is obliged to take note of it and to respect it. It is available on request.

ARTICLE 8 - SERVICE PROVIDER'S OBLIGATIONS - GUARANTEE

The Service Provider guarantees the Customer, in accordance with legal provisions and without additional payment, against any lack of conformity or hidden defect, resulting from a design or production defect in 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 24 hours from the provision of the Services.

The Service Provider shall reimburse or rectify or cause to be corrected (as far as possible) the services deemed to be defective as soon as possible and at the latest within 72 hours following the finding by the Service Provider of the defect or vice. The refund will be made by credit to the Customer's bank account or by check sent to the Customer.

The Provider's guarantee is limited to the reimbursement of the Services actually paid for by the Customer. The Service Provider cannot be considered responsible or at fault 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.aubonair.com comply with the regulations in force in France.

ARTICLE 9 - RIGHT OF WITHDRAWAL

Activities related to the organization and sale of stays or excursions on a given date or at 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 10 - PROTECTION OF PERSONAL DATA

10.1. The Service Provider, who drafts these presents, implements the processing of personal data whose legal basis is:

- Or the legitimate interest pursued by the Service Provider when it pursues the following purposes:
 - prospecting
 - managing the relationship with its customers and prospects,
 - the organization, registration and invitation to events of the Service Provider,
 - processing, execution, prospecting, production, management, monitoring of customer requests and files,
 - the drafting of acts on behalf of its clients.
- Either compliance with legal and regulatory obligations when implementing processing for the purpose of:
 - prevention of money laundering and terrorist financing and the fight against corruption,
 - invoicing,
 - accountability.

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

In this regard, 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 retention obligations or limitation periods.

With regard to the prevention of money laundering and the financing of terrorism, the data are 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 financial year.

Prospects data are kept for a period of 3 years if no participation or registration in the events of the Service Provider has taken place.

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

Under the conditions defined by the Data Protection Act and the European Data Protection Regulation, individuals have the right to access data concerning them, rectification, interrogation, limitation, portability, erasure.

The persons concerned by the processing implemented also have the right to oppose 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 email to the following address: contact@aubonair.com

- or by post to the following address: Camping Au Bon Air 9 avenue Pierre Voyer 17320 MARENNES accompanied by a copy of a signed identity document.

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

10.2. By accepting the GTC, the Customer authorizes the Air Service Provider to use and distribute, free of charge and non-exclusive, photographs representing the customer and all the participants in his stay, taken during his stay, as well as to use these photos, in part or in whole, for commercial purposes. The aforementioned photographs may be reproduced on the following media: publications in a magazine of the Service Provider, on the Service Provider's website and on the Service Provider's Facebook and Instagram page.

The persons concerned by the processing implemented also have the right to oppose 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.

ARTICLE 11 - INTELLECTUAL PROPERTY

The content of the website www.aubonair.com is the property of the Service Provider and its partners 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 may 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 Customer) with a view to providing the Services to the Customer. The Customer therefore refrains from any reproduction or use of said studies, drawings, models and prototypes, etc., without the express, prior written authorization of the Service Provider who may make it conditional on financial compensation.

The same applies to names, logos or more broadly any graphic or text representation belonging to the Service Provider or used and disseminated by him.

ARTICLE 12 - 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 prevail in the event of a dispute.

ARTICLE 13 - 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, interpretation, execution, termination, consequences and consequences and which could not have been 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 he may in any event have recourse, in the event of a dispute, to a conventional mediation procedure or to any other alternative method of dispute settlement.

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

Medicys - Mediation and amicable settlement center for bailiffs - 73 Bld de Clichy - 75009 PARIS -

www.medicys.fr

ARTICLE 14 - 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 in application of the order of 22 October 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 ancillary costs;
- information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if it does not appear 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.aubonair.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 take advantage of any contradictory document, which would be unenforceable against the Service Provider.