



ARTICLE 1 - SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or bare pitch on Le Neptune campsite, operated by Franck and Laurence Macaire, to non-professional customers ("the Customers" or "the Customer"), on its website www.leneckune.com or by telephone, post or e-mail or in a place where the Service Provider markets the Services. They don't apply to the rental of pitches intended for the reception of leisure mobile residences (mobile homes) which are the subject of a "leisure" contract.

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

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.

These General Terms and Conditions of Sale apply to the exclusion of all other terms and conditions of the Service Provider, and 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. The version applicable to the Client is the version in force on the website or communicated by the Service Provider on the date the Client places the Order.

In the absence of proof to the contrary, the data recorded in the Service Provider's computer system shall constitute 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, if the processing isn't essential to the execution of the Order and the holiday and their consequences, to object at any time to all his personal data by writing, by post and providing proof of his identity, to :
CAMPING LE NEPTUNE - Data protection-
3 Kergustin - 22580 LANLOUP.

The Customer declares that he/she has read these General Terms and Conditions of Sale and has accepted them either by ticking the box provided for this purpose before the online Order procedure is implemented, as well as the general terms and conditions of use of the www.leneckune.com website, or, in the case of a booking made offline, by any other appropriate means.

ARTICLE 2 - RESERVATIONS

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

- Fill in his contact details, postal and e-mail address, telephone number, date of birth.
- Fill in the surname, first name and date of birth of all accompanying persons during the stay.
- Fill in the desired dates of stay
- Inform your choice of accommodation, according to the descriptions proposed on the website www.leneckune.com or on the commercial brochure Or inform the Package chosen for its location.
- Inform the supplements: animals, electricity, additional vehicle...
- Fill in the means of payment (credit card, bank transfer, cheque, cash).
- Accept and Validate the general terms and conditions of sale sis (or a reservation by post, send us this document, for a reservation via our portal www.leneckune.com, tick and accept the GCS).
- Date and sign the booking contract.

It's the Client's responsibility to check the accuracy of the Order and immediately notify the Service Provider of any errors. The Order shall only be considered final once the Service Provider has sent the Client confirmation of acceptance of the Order by e-mail or post, or by signing the contract in the event of a reservation directly on the premises where the Service Provider markets the Services. All reservations imply acceptance of the internal regulations. The rules and regulations may be consulted online or on request.

Any Order placed on the www.leneckune.com website constitutes the formation of a contract concluded remotely between the Client and the Service Provider.

All Orders are nominative and may under no circumstances be transferred.

ARTICLE 3 - PRICES

The Services offered by the Service Provider are provided at the prices in force on the website www.leneckune.com, or on any information medium of the Service Provider, when the Customer places an 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.leneckune.com or on any information or communication media.

These rates are firm and non-revisable during their period of validity, as indicated on the website www.leneckune.com, in the e-mail or in the written proposal sent to the Customer. Beyond this period of validity, the offer is null and void and the Service Provider is no longer bound by the prices. They don't include processing and management fees, which are invoiced in addition, under the conditions indicated on the website www.leneckune.com or in the information (mail, e-mail, etc.) communicated to the Customer beforehand, and calculated before the Order is placed.

The payment requested from the Customer corresponds to the total amount of the purchase, including these costs.

An invoice shall be drawn up by the Seller and delivered to the Customer at the latest at the time of payment of the balance of the price.

3.1. TOURIST TAX

The tourist tax, collected on behalf of the communauté de communes GP3A, isn't included in the rates. Its amount is determined per person over 18 years of age and per day and varies according to the destination (GP3A: 0.40€/person/day). It's to be paid at the time of payment of the Service and appears separately on the invoice.

ARTICLE 4 - TERMS OF PAYMENT

4.1. ACCOUNT

Sums paid in advance are advance payments. They constitute an advance on the total price due by the Client.

A deposit corresponding to 30% of the total price of the supply of the Services ordered is required when the Client places the order. It must be paid upon receipt of the final rental contract and attached to the copy to be returned on the date fixed on the contract. It'll be deducted from the total amount of the order.

It'll not be refunded by the Service Provider in the event of cancellation of the holiday by the Client (except in the cases provided for in article 6.4 of these general terms and conditions).

4.2. PAYMENTS

The payments made by the Client will only be considered final after the effective collection of the sums.

The rest of the payment must be paid in full 1 month before the occupation of the reserved premises.

4.3. NON-COMPLIANCE WITH PAYMENT CONDITIONS

In addition, the Service Provider reserves the right, in the event of failure to comply with the payment conditions set out above, to suspend or cancel the provision of the Services ordered with the Client and/or to suspend the performance of its obligations after formal notice has remained without effect.

ARTICLE 5 - PROVISION OF SERVICES

5.1. PROVISION AND USE OF THE SERVICES

Accommodation in mobile homes, chalets or cottages may be occupied from 4 p.m. on the day of arrival and must be vacated by 10 a.m. on the day of departure.

It's strictly forbidden to recharge the battery of an electric or hybrid vehicle (recharging conditions: see the campsite owners).

Tent, caravan or camper van pitches 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 on the day of arrival, before occupying the reserved places.

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 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 70 € 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 250 € is required from the Client 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.

This deposit don't 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).

6.1. MODIFICATION

In the event of a change of dates or number of persons, the Service Provider will endeavour to accept as far as possible requests for a change of date within the limits of availability, without prejudice to any additional costs; this is in all cases a simple obligation of means, as the Service Provider cannot guarantee the availability of a pitch or accommodation, or another date, a price supplement may be requested in such cases.

Any request to reduce the length of the 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

Premature departure will not give rise to any reimbursement by the Service Provider.

The management reserves the right to terminate the rental contract, without compensation, in the event of failure to comply with the basic rules of hygiene, safety, respect for the environment and compliance with the internal regulations.

6.3. CANCELLATION

In the event of cancellation of the reservation attributable to the client, after its acceptance by the Service Provider, a compensation for breach of contract will be charged. It'll be equal to :

- 50 % of the total cost of the stay if the cancellation occurs between 1 and 2 months before the start date of the stay,

- 100 % of the total stay if the cancellation is made less than 1 month before the start date of the stay.

For any reason other than force majeure, the deposit paid at the time of Reservation, as defined in Article 4 - PAYMENT CONDITIONS of the present General Terms and Conditions of Sale, will be automatically acquired by the Service Provider, as compensation, 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).

The Management does not offer cancellation insurance. It's up to the Client to contact his own insurer or to contract with the FFCC (contract downloadable from www.leneckune.com).

6.4. CANCELLATION IN THE EVENT OF A PANDEMIC

6.4.1. In the event of total or partial closure of the establishment during the dates of the booked holiday (which is considered to be a measure of total or partial ban on receiving the public, insofar as the Client is directly concerned by the application of this measure) decided by the public authorities, and which isn't attributable to the Service Provider, the sums paid in advance by the Client in respect of the booking of the holiday will be refunded within 30 days.

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

6.4.2. Notwithstanding the provisions of article 6.3 CANCELLATION, any cancellation of the holiday duly justified by the fact that the Client is affected by COVID 19 (infection) or other infection considered to be a pandemic, or is identified as a contact case, and that this situation would call into question his/her participation in the holiday on the dates planned, will be made without termination indemnity. It's up to the client to contact his own insurer or to contract with the FFCC (contract downloadable from www.leneckune.com) when making a reservation.

The Service Provider will retain any processing and management fees as provided for in the general terms and conditions. In all cases, the Client must provide proof of the event that makes him eligible for this right of cancellation.

6.4.3. Notwithstanding the provisions of article 6.3 CANCELLATION, in the event that the Client is forced to cancel the entire holiday due to government measures that don't allow participants to travel (general or local confinement, travel ban, border closures), even though the campsite is able to fulfil its obligation and accommodate the Clients, the Service Provider will issue a credit note corresponding to the sums paid by the Client, minus the processing and management fees (article 3) which will be retained by the Service Provider. This credit note, which is non-refundable and non-transferable, will be valid for 18 months.

6.4.4. If the Client takes out specific insurance covering the risks listed in article 6.4.2 or article 6.4.3, the insurance compensation received by the Client shall be deducted from the amount of the credit note referred to in articles 6.4.2 or 6.4.3.

ARTICLE 7 - OBLIGATIONS OF THE CLIENT

7.1. CIVIL LIABILITY INSURANCE

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 for an extra charge and under the responsibility of their owners. Dogs are admitted except those classified in 1st and 2nd category. They'll be kept on a leash and vaccinated (up-to-date vaccination booklet). The owner undertakes never to leave his pet alone inside or outside the accommodation (mobile home, chalet, cottage, tent, caravan, camper, ...). In the mobile homes or chalets, only one small dog weighing less than 10kg is accepted. The animal isn't allowed to sleep on the benches or beds. The owner must provide a basket or any other means of sleeping.

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. They're available on request.

7.4. THE MINORS

For safety reasons, and taking into account the fact that the campsite doesn't depend on a Holiday and Leisure Centre within the meaning of decree no. 2002-883 dated 3 May 2002 and isn't suitable for collective or individual stays outside the family home of minors under 18 years of age, unaccompanied by their legal guardians, minors must be accompanied by at least one of their parents or legal guardians.

ARTICLE 8 - OBLIGATIONS OF THE 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.

It's the Client's responsibility to notify the Service Provider within 24 hours of his arrival of any malfunction, deterioration or absence of equipment listed in the inventory of his accommodation or location.

The Service Provider will rectify or have rectified (insofar as possible) the services deemed to be defective as soon as possible and no later than 3 days following the Service Provider's discovery of the defect or vice.

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.leneckune.com comply with the regulations in force in France.

ARTICLE 9 - RIGHT OF WITHDRAWAL

Activities related to the organisation and sale of stays or excursions on a given date or during a specified period aren't subject to the withdrawal period applicable to distance and off-premises sales, in accordance with the provisions of Article L221-28 of the Consumer Code.

ARTICLE 10 -

During your stay, you can be photographed and appear in all our publications and all types of media without any time limit. In case of refusal, you must notify us by registered letter before your arrival.

ARTICLE 11 - 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're 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're 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: contact@leneckune.com

- or by post to the following address: Camping Le Neptune - 3 Kergustin 22580 Lanloup, accompanied by a copy of a signed identity card.

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

ARTICLE 11 - INTELLECTUAL PROPERTY

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

Any reproduction, distribution, total or partial use of this content is strictly prohibited and is likely to constitute an offence of counterfeiting.

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.

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

ARTICLE 12 - 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're translated into one or more foreign languages, only the French text shall be deemed authentic in the event of a dispute.

ARTICLE 13 - DISPUTES

All disputes to which the purchase and sale operations concluded in application of these general terms and conditions of sale may give rise, concerning their validity, interpretation, execution, termination, consequences and follow-up, and which could not be resolved between the Service Provider and the Client, shall 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 event 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:

SAS MEDIATION - 222 chemin de la Bergerie - 01800 SAINT JEAN DE NIOST

ARTICLE 14 - 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.leneckune.com implies full and complete acceptance of these General Terms and Conditions of Sale, which is expressly recognised by the Customer, who waives, in particular, the right to rely on any contradictory document, which would be unenforceable against the Service Provider.

DEFINITIONS :

ORDER or RESERVATION or RENTAL: Purchase of Services.

SERVICES: Seasonal rental of accommodation or "tourism" pitch.

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

Hereby confirms that I have read the General Terms and Conditions :

Date :

Sign: