Terms & Conditions of Business Flower Campings
Domaine de Pendruc****

These Terms and Conditions of Business set out the rights and obligations of the parties to rental agreements for touring pitches and/or rental accommodation at our campsite.By booking a pitch and/or rental accommodation at our campsite you are acknowledging that you have read and agreed to these Terms and Conditions of Business.

1/ Services – Rates

Touring pitches : A touring pitch is a camping pitch designed to take a tent, caravan or motorhome.
The price of your stay is calculated on the basis of our standard package, which includes rental of the pitch, the right to pitch a tent, caravan or motorhome on it, the right for two people to camp on it, one vehicle in addition to your tent or caravan, access to our leisure and toilet/washing facilities, our activities and an electrical hook-up. Charges for additional extras (additional person, additional vehicle, pets. etc.) are not included in the packages listed above and will be added to them where appropriate. A 10€ deposit is asked for the gate access badge and a 10€ deposit per shower access badge. Those deposit will be given back during departure when the badge will be returned. Regarding pitches Premium Freecamp, a 100€ deposit will be asked, which will be refunded to you no more than eight days after your departure. All deposits are to be done with credit card.

Rental accommodation : Our prices include the rental cost depending on the number of people (as per capacity of unit), the cost of water, gas and electricity (but not the cost of charging electric and hybrid vehicles), parking for 1 car, access to our leisure. On arrival you will be asked to pay a breakages deposit of 300 € by credit card, which will be refunded to you no more than eight days after your departure. However, we reserve the right to retain all or part of the breakages deposit in the event of damage to or undue wear and tear on the accommodation and/or its contents and/or campsite equipment. We also reserve the right to deduct the sum of 100 € by way of a cleaning charge if your accommodation has not been cleaned at the time of your departure.

General provisions : All prices quoted include VAT but exclude French tourist tax (taxe de séjour).
Whichever option you chose (touring pitch or rental accommodation), additional charges will be made for additional vehicles and tents and for pets, visitors, etc..
Please note that despite our best efforts the content of brochures and websites may include printing errors and omissions and that our prices are subject to change in line with economic and business conditions. The contract price payable by you is the price indicated in your booking confirmation. Flower Campings applies a dynamic pricing policy. This means that our rates may go up or down over time. Partner benefits advantages and special offers cannot be applied retrospectively to confirmed bookings whether paid for in part or in full. As a result, different customers may pay different prices for the same holiday. Under no circumstances will customers paying a higher price be refunded the difference between the price they have paid and the special offer price.

2/ Terms of booking

Booking : You can make a booking on our website at www.domainedependruc.com , on the Flower website at www.flowercampings.com or by telephone.
At the time of booking, you will be required to:
• pay a deposit of 30% of the cost of your stay (including the cost (incl. VAT) of any services you have pre-booked and French tourist tax) for accommodations and Freecamp, 100 € for touring pitches.
• your holiday cancellation insurance premium (if you have chosen this option).
Your booking is not contractually valid until you have received a written booking confirmation by email recapping the details of your stay.
The balance of the cost of your stay, including the cost (incl. VAT) of any services you have pre-booked and French tourist tax where applicable, must be paid no later than 30 days before the start of your stay. If the balance is not paid within this period, the stay will be deemed to have been cancelled and our cancellation conditions as set out below will apply. All bookings made less than 30 days before your arrival date must paid for in full at the time of booking unless more favourable terms are available. You will be informed of any such terms at the time of booking.

Cooling-off period : The cooling-off period stipulated in section L. 221-28 12° of the French Consumer Code (Code de la Consommation) does not apply to the provision of accommodation, transport, hospitality and leisure services supplied on a fixed date or at fixed intervals.

Maximum capacity : In the interests of safety and to comply with the terms of our insurance policy, the number of occupants per rental unit or touring pitch must not exceed the maximum capacity stipulated for that unit or pitch (1 to a maximum of x people depending on unit or pitch capacity) including new-born babies. If it becomes apparent on your arrival that your party exceeds the maximum capacity of the accommodation or camping pitch you have booked, we reserve the right to refuse you access to the accommodation or camping pitch booked. In such a case, we will not to refund the cost of your stay.

Under 18s : In the interests of safety, children under the age of 18 must be accompanied by their parents or grand-parents or legal guardian for the entire length of their stay unless you have requested and we have authorised an exception to this rule by email prior to your arrival.

3/ Terms of payment

Accepted payment methods : You can pay for your booking or your stay using any of the following payment methods: credit card, bank transfert. Notwithstanding the above, bookings made less than 30 days before your scheduled arrival date must be paid for by bank debit or credit card.

Passing trade : Customers renting a touring pitch without booking will be required to pay for all their stay on arrival. You will also be asked to inform reception of how long you wish to stay. If you decide to leave before the end of the period for which you have paid no refund will be made.

4/ Your stay

Handover of keys : Rentals are available from 4pm and must be vacated before 10am on departure day. The pitch is available from 2pm and must be vacated before midday on the departure day. Please note that if you have expressed a preference for a particular pitch or rental unit we will do our best to accommodate your wishes but cannot guarantee to satisfy them.
You are expected to leave your pitch or rental unit in the condition in which you found it. In particular, you are required to carry out the necessary cleaning before your departure.

Late arrival/early departure : If you arrive later or depart earlier than the dates indicated in your booking confirmation, you will nevertheless be charged the full price of your stay. No refunds will be made for nights on which your pitch/rental unit is booked but not occupied.

Pets : Pets are prohibited in the rentals cottage. We accept both cats and dogs on pitches at our campsite, with the exception of the breeds listed in French dangerous dogs categories 1 and 2. Dogs must be kept on a leash on campsite premises and you must clean up after your animal. You will be asked to produce your animal's pet passport on arrival at the campsite. It must provide evidence that your pet's rabies vaccination is up to date and that the animal has been microchipped or tattooed.

Campsite rules : You will be expected to abide by our Campsite Rules throughout your stay. You will find a copy of these rules posted at reception. Please let us know if you would like us to send you a copy by email.

Image rights : During your stay, you may find that we are taking photographs and/or videos at the campsite. These photographs and videos, which may feature you or other members of your party, may be used in our activities or for publicity purposes. When you complete your booking, we will assume that you are giving us your consent to use any

such photographs or videos on which you may appear for the purposes stated above. We will also assume that you are giving this consent on behalf of the other members of your party. Any specific refusal of consent must be notified to us in writing by letter, email or other 'durable medium'.

Non-availability of services : You may find that one or more of the services we offer (swimming pool, restaurant, activities, entertainment, etc.) are temporarily unavailable for all or part of your stay. We accept no liability for such non-availability and will not refund any or all of the cost of your stay on such grounds.

Termination of booking due to unreasonable conduct on your part : The booking contract will be terminated by operation of law in the following cases:
- If you or another member of your party repeatedly fails to comply with our Campsite Rules following the service by email of initial notice to comply with the Campsite Rules. In such a case, you must leave your rental unit or pitch within **3** hours of the termination of your contract. Notice of termination will be sent to you by email. No refund will be made.
- If you fail to arrive at the campsite within 24 hours after your scheduled arrival time without explaining why and/or informing us of your presumed arrival time. At the end of this 24-hour period, we are free to relet your rental unit or pitch. Where appropriate, we will retain any monies you have paid to us. No refund will be made.

5/ Changes to your stay

You may ask to change the dates and/or the terms (type of accommodation) of your stay at our campsite as long as your request reaches us by email at least 21 days before your scheduled arrival date.
However, this is on condition that you book another stay at our campsite in the same season as your initial booking subject to availability and the rates applicable at the time. You may only make changes to your initial stay once. If you are unable to take advantage of the booking made to replace your initially scheduled stay, it will be deemed to have been cancelled and no refund will be made.
If the cost of the replacement booking is higher than that of your initially scheduled stay, you must pay us the difference no later than 30 days before your new arrival date. If you fail to do so, the replacement booking will be deemed to have been cancelled and our cancellation conditions as set out below will apply. If the cost of the replacement booking is lower than that of your initially scheduled stay, we will retain this difference as compensation for the prejudice suffered as a result of the changes.

6/ Cancellation

Cancellation by you : You must notify us of any cancellation by email or registered letter with acknowledgement of receipt. This notice will take effect on the date of its first presentation by the postal service.
• If your email/letter is presented more than 60 days before your scheduled arrival date, the deposit will be refund, deduction made of 40 € for cancellation fees and, where applicable, cancellation insurance premium that you have paid will be not refund.
• If your email/letter is presented between 60 and 31 days before your scheduled arrival date, any deposit and, where applicable, cancellation insurance premium that you have paid will be retained by the campsite.
• If your email/letter is presented between the 30th and the 15th day before your scheduled arrival date, any deposit and, where applicable, cancellation insurance premium that you paid at the time of booking will be retained by the campsite. You will be issued with a credit note to the value of the balance of the cost of your stay, which you will be able to use in respect of a future stay at the campsite provided that it is booked in the same season as the cancelled stay was booked or the following season. If you booked your stay less than 30 days before your scheduled arrival date and your email/letter of cancellation is presented 15 days or more before this date, any deposit, admin charge and, where applicable, cancellation insurance premium (as referred to in 2. Terms of booking above) paid will be retained by the campsite. You will be issued with a credit note to the value of any other amounts paid, which you will be able to use in respect of a future stay at the campsite provided that it is booked in the same season as the cancelled stay was booked or the following season.
• If your email/letter is presented fewer than 15 days before your scheduled arrival date, all and any sums paid will be retained by the campsite.
If you wish to be covered in the event of cancellation, we recommend that you take out holiday cancellation/interruption insurance at the time of booking.
Notwithstanding the above, if you cancel your stay because you live in an area in which lockdown rules forbidding residents to leave the area in order to avoid the spread of COVID-19 are in force on your scheduled arrival date, any deposit and, where applicable, cancellation insurance premium that you have paid will be retained by the campsite. You will be issued with a credit note to the value of any additional amount paid, which you will be able to use in respect of a future stay at the campsite provided that it is booked in the same season as the cancelled stay was booked or the following season. This applies even if your cancellation email/letter is presented less than 15 days before your scheduled arrival date.

Cancellation by the campsite : If we are forced to cancel a booking that we have already confirmed, we will inform you by email as soon as possible and any sums that you have paid to us will be refunded in full.
Notwithstanding the above, if we cancel your booking because the government has ordered the closure of the campsite, notably in order to prevent the spread of COVID-19, we will retain any sums you have paid us and issue you with a credit note, which you will be able to use in respect of a future stay at the campsite provided that it is booked in the same season as the cancelled stay was booked or the following season.

7/ Complaints – Disputes

Any complaint you may have in relation to your stay should be set out in writing and sent to us by registered letter with acknowledgement of receipt within 20 days of the end of your stay.
In case of dispute and where no amical settlement has been reached one month after receipt of the letter of complaint specified above, you may take your case to a consumer ombudsman service. You must do this within one year from the date on which you sent your letter of complaint.
If you have no particular preference, you may take your case to the following ombudsman service : Mediator organisation: CM2C / Address of the mediator: 14 Rue Saint-Jean 75017 Paris / Mediator's website: https://www.cm2c.net/ / Email address: cm2c@cm2c.net

8/ Personal data

We may collect and process personal data about you may when we take your booking and during your stay.
If you make your booking on our website or the Flower Campings site at www.flowercampings.com, any data collected prior to or during your booking will be processed in accordance with the privacy policy and/or the terms and conditions of business that you will be asked to agree to before your booking is confirmed.

The following personal data may be collected when you make a telephone booking or during your stay : first and surname of the person making the booking, telephone number from which the booking is made, the email address of the person making the booking, the date of birth of the person making the booking and the other members of his/her party.
This data will be collected and processed on the basis of : your consent, the need to allow the performance of a booking contract between us.

Access to the data will be restricted to us and to Flower SAS (a limited liability company incorporated in France with capital of EUR 92,500, company registration: RCS Toulouse 492 355 508, registered address : Les Espaces de Balma 4-5, 16 avenue Charles de Gaulle, 31130 BALMA).
The data collected will be processed for the following purposes : to allow the performance of a booking contract between us, to manage any complaints you may make, to keep our customer records, to allow us and/or Flower Campings to carry out sales prospecting, to manage our accounts.

Any other data collected will be kept for five years from the end of your stay except where a dispute remains unsettled at the end of this period, in which case the data will be kept until such time as the dispute is settled.

Please note that in accordance with French data protection law (Loi Informatique et Libertés n° 78-17 du 6 janvier 1978), all data subjects hold the following rights in respect of their data: right of access, right to rectification, right to erasure (right to be forgotten), right to object, right to restriction of processing and right to data portability. In addition, all data subjects may give instructions as to the storage, erasure and communication of their personal data after their death. All data subjects have the right to object to the processing of their personal data on grounds relating to their personal circumstances.
To exercise any of these rights, please send a registered letter with acknowledgement of receipt to this address: Flower Campings, Les Espaces de Balma 4-5, 16 avenue Charles de Gaulle, 31130 BALMA, France, or email: contact@flowercampings.com.
Any person who is victim of an infringement of one of the rights set out above may file a complaint with the French data protection authority (Commission nationale de l'informatique et des libertés, CNIL) at this address: https://www.cnil.fr/.