

# LE PHARE

ÎLE DE RÉ

## General terms and conditions of sales

LE PHARE - Route du Fier 17880 LES PORTES EN RE France - tel + 33 (0)5 46 29 56 82-  
<https://www.lephare-iledere.com> - [contact@lephare-iledere.com](mailto:contact@lephare-iledere.com) - Campsite \*\*\*\* - 324 pitches -  
Atout France classification decision dated 21 june 2019 and valid until 21 june 2024.

SIRET n° 454 021 486 00013/ APE 552C - Shape: Joint stock company – Share capital : 114.000,00 euros – Head office : Route du Fier – 17880 LES PORTES EN RE - N° RCS La Rochelle : 454 021 486 - Intracommunity VAT No: FR 92 454 021 486

### ARTICLE 1. SCOPE OF THESE GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale apply, without restriction or reservation for any purchase of services (hereafter “Services”) offered by the company, LE PHARE (hereafter “Provider”) to consumers and non-professional customers (hereafter “Client” or “Clients”) via its internet website [www.lephare-iledere.com](http://www.lephare-iledere.com) (hereafter the “Site”).

The principal features of these Services are displayed on the Site. The Client is required to read them before placing any order. The choice and purchase of a Service are the sole responsibility of the Client. The conditions apply with the exclusion of any other conditions, including those applicable for other marketing channels for these Services.

They may be supplemented by special conditions, set out on the Site, before any transaction with the Client. These General Terms and Conditions of Sale are accessible at any time on the Site and, where applicable, take precedence over any other version or any other contradictory document. Unless proved otherwise, the data recorded in the Provider’s computer systems are evidence of all transactions entered into with the Client.

The Client declares to have read these General Terms and Conditions of Sale and to have accepted them by checking the box provided for this purpose before carrying out the online booking process as set out below. The confirmation of the reservation of Services by the Client implies acceptance without restriction or reservation of these General Terms and Conditions of Sale. The Client acknowledges and declares having the required capacity to contract and acquire the Services defined herein and offered on the Site. The present General Terms and Conditions of Sale may be modified, with the applicable version for the Client’s purchase is the version in place on the Site on the date of making the request.

These General Terms and Conditions of Sale are valid from 22 November 2023.

Changes to these General Terms and Conditions of Sale are applicable to users of the Site from the time they are published online and cannot be applied to transactions completed before this time.

## **ARTICLE 2. HOLIDAY BOOKING AND PAYMENT**

The Client selects the Services from the Site that he/she wishes to book.

For full information about the Services available, the Client can refer to the catalogue of Services on the Site or to a printed brochure, or can have these Services explained by the Provider's booking agents over the phone [00.33.5.46.29.56.82] or by electronic means [contact@lephare-iledere.com](mailto:contact@lephare-iledere.com).

He/She decides on the Services he/she wishes to book at the time of reservation. After reading the content of the Services, the Client acknowledges the destination, the price and the reservation terms and conditions of all the characteristics of the stays and accommodation.

They accordingly acknowledge having requested and obtained all the information necessary to make a reservation with full knowledge of the facts and under his/her own responsibility.

Reservations made on the Site are completed when the Client accepts these General Terms and Conditions of Sale by checking the box provided for this purpose and validates his/her booking. This validation implies the acceptance of all of the General Terms and Conditions of Sale and represents a proof of sales contract.

A booking will only be considered definitive after:

- the Provider sends its acceptance of the reservation, via email, and
- payment has been sent by the Client according to the conditions applicable to his/her offer.

The Client undertakes not to take up residence there and not to exercise any professional activity at LE PHARE.

## **ARTICLE 3. RATES AND PAYMENT METHODS**

### **a. Rates**

The Services offered by the Provider are provided at the rate in effect on the Site. The Service rate is shown in euros (€), VAT and current other taxes included. The amount payable for visitors' tax is not included in the price. Visitors' tax is payable for persons of 18 years and over (rate in effect at the time of your stay per night and per person aged 18 and over in Les Portes en Ré).

Our rates are subject to change in the event of an increase in the rates of taxes to which our stays are subject. Rates take account of any reductions or promotions that are granted by the Provider under the conditions set out on the Site. These rates are firm and final on the date of booking. The Provider states that the rates are dynamic and change as the season progresses, allowing the Client to benefit from the most advantageous price on the day of their reservation. The posted price, preceded by the word "from", is the most advantageous price available during the period the establishment is open.

This tariff will be increased by a combination of two criteria:

- Depending on the period booked and the occupancy level of the establishment, a dynamic multiplier coefficient specific to each period will be applied;
- Advance booking offers a bonus, which cannot bring the rate below the reference rate (posted tariff).

Taking into account the above and the active role of the Client in the determination of the tariff applicable to their stay which is a function of the anticipated reservation delay, the Company LE PHARE cannot in any case be held responsible for a difference in cost between two stays reserved for the same period.

## **b. Conditions and payment methods**

Payments can only be made by secure channel, following the methods listed here:

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- By credit card: Visa, Carte Bleue, MasterCard
- By bank cheque. Cheques not sent by registered mail and not received by LE PHARE are the responsibility of the client.
- By bank transfer,
- By holiday vouchers (no change may be given if the total price of the booking is less than the amount held on the holiday vouchers). Cheques not sent by registered mail and not received by LE PHARE are the responsibility of the client.

Payment by bank card is non-reversible, except where the card has been used fraudulently. In this situation, the Client may request a cancellation of the payment and refund of the corresponding amount.

To pay by bank cheque, it must be issued by a bank based in mainland France or Monaco.

Cheques are cashed on receipt.

Any delay in payment leads to the entitlement to a flat-rate fee of forty (40) euros. In addition, the Provider reserves the right where payment conditions detailed above have not been met, to cancel the provision of Services reserved by the Client.

Payments made by the Client will not be considered final until after actual receipt of the amount due to the Provider. Each payment must be accompanied by the file reference shown on your confirmation of stay from the Provider.

Payments are organised as follows:

### **- For the Liberty offer:**

A deposit of 30% of the total price, inclusive of taxes, of the booking must be received by the Provider within a maximum period of 7 (seven) days after the time of booking validation by the

Provider when a reservation is made more than 15 days before the start of the stay. The balance must be received by the Provider at the latest 15 days before the beginning of the stay.

The full amount payable for the booking must be received by the Provider within a maximum period of 7 (seven) days after the time of booking validation by the Provider when a reservation is made less than 15 days before the start of the stay.

- **For the Smart Deal offer**

All sums are to be paid on the day of booking.

- **For the Standard offer**

A deposit of 30% of the total price, inclusive of taxes, of the booking must be received by the Provider within a maximum period of 7 (seven) days after the time of booking validation by the Provider when a reservation is made more than 30 days before the start of the stay. The balance must be received by the Provider at the latest 30 days before the beginning of the stay.

The full amount payable for the booking must be received by the Provider within a maximum period of 7 (seven) days after the time of booking validation by the Provider when a reservation is made less than 30 days before the start of the stay.

### **c. Price reductions - Promotional operations**

If the Client benefits from a price reduction as part of a promotional operation, he/she must take advantage of it as soon as he/she makes the reservation.

Promotional offers are subject to certain conditions detailed on our website. Additionally, price reductions or promotional offers may be subject to cumulative conditions detailed on our Site. Once the confirmation or the invoice has been issued, the Client will not be able to claim any further discounts.

## **Article 4. CANCELLATION OF RESERVATIONS**

The Client is reminded that he/she has no right of cancellation as set out in article L. 221-8 of the French Consumer Code, and in accordance with Article L. 221-28 paragraph 12 of the French Consumer Code which excludes this right for contracts concerning the provision of accommodation services, which must be provided on a date or for a specified period.

### **a. Cancellation by the Provider**

Where the cancellation is initiated by the Provider, except in situations of force majeure, the Service will be reimbursed by bank transfer, within 60 days of the cancellation date by the Provider. This cancellation shall not give rise to the payment of damages.

However, on the condition that the applicable legislation permits, the establishment reserves the right to reimburse the Client in another form, namely a voucher.

## **b. Cancellation by the Customer**

Remember that any cancellation must be notified to the Provider by email or by registered mail with acknowledgement of receipt. Where an email is sent as notification, for it to be effective the Provider must acknowledge its receipt.

For the Client to make any cancellation, it is important to refer to the specific conditions that are applicable. They are given, prior to the completion of a booking when a particular offer is selected.

### **- For the Liberty offer**

It is possible to cancel with no charge and no evidence more than fourteen (14) days before arrival. Upon presentation of documentary evidence from your employer, an administrative or medical authority, the Provider will reimburse you all sums paid, without cancellation fees, if documentation is provided up to the day before the stay in the following cases: Serious (inability to travel by your own means), serious accident (inability to travel by your own means) or death of yourself, your spouse, civil partner, ascendants or descendants up to the second (2nd) degree, step-parents, parents in law, siblings, step-siblings, siblings-in-law, step-children, children-in-law, or a fellow traveller on your trip. Dismissal, contractual termination of yourself, your spouse or civil partner, as long as the process began after the reservation was made with the company.

### **- For the Smart Deal offer**

No reimbursement is possible. All sums paid are retained by the company.

### **- For the standard offer**

This section concerns those that do not fall into a specific category of offer at the time of booking.

- If cancellation happens more than sixty (60) days before the start date of the stay, no cancellation fee is charged by the company.

- If cancellation happens between sixty (60) and thirty (30) days before the start date of the stay, 30% (thirty percent) of the total amount of the tariff for the Service is kept by the company.

- All sums paid are retained if the cancellation is made after the 30th (thirtieth) day before the start date of the stay.

- Subject to documentary evidence issued by your employer, administrative or medical authority, the Provider will reimburse the amounts paid with no cancellation fee, if this is conveyed before the day before the start of the stay in the following cases:

Serious illness (inability to travel by your own means), serious accident (inability to travel by your own means), or your death or that of your spouse, civil partner, parents or children up to the second (2nd) degree, step-parents, parents in law, siblings, step-siblings, siblings-in-law, step-children, children-in-law, or a fellow traveller on your trip. Dismissal, contractual termination of yourself, your spouse or civil partner, as long as the process began after the reservation was made with the company.

Furthermore, regardless of the offer chosen, payment made by “holiday vouchers” does not give rise to any reimbursement.

When reimbursement is due for a cancellation initiated by the Client and not in a force majeure situation, the company will send the refund by bank transfer to the Client within 60 days from the date of the cancellation. However, on the condition that the applicable legislation permits, the company reserves the right to reimburse the Client in another form, namely a voucher.

## **ARTICLE 5. MODIFICATION OF RESERVATIONS**

The Client may request the modification of his/her booking, dates and/or type of accommodation, by written request addressed to the Provider (letter or email) within the limits of availability and feasibility. Postponement to a following season is not acceptable.

If modification is not possible, the Client must continue with their holiday with the initial booking terms or cancel following the terms detailed above.

Any request to extend the duration of a stay will be carried out depending on availability and with the tariffs in place at the time of the modification request.

Any request to shorten a stay is considered a partial cancellation and will be subject to cancellation terms. For application of this cancellation, the stay is considered an indivisible whole that cannot be divided or shared.

**IMPORTANT:** Any shortened, interrupted or abbreviated stay (late arrival, early departure) will not be refunded.

## **ARTICLE 6. YOUR STAY**

### **a. Arrival and departure**

Arrival days vary depending on the period and type of booking. Arrival occurs after 4 pm on the arrival day, subject to the presentation of a valid piece of identification. A valid piece of identification is a current passport or a national identity card. When paying by credit card a valid piece of identification is obligatory and must belong to the card holder.

On the day of departure, rented accommodation must be vacated before 10 am. Late check-out is only available, subject to availability, to be purchased the day before departure at a price of 40 euros. Late check-out allows, provided that it has been paid for and booked the day before departure at reception, the Client to use the accommodation until 2 pm at the latest.

For any delayed departure, you may be charged an additional night at the price of the night in effect on the day of the delayed departure.

## **b. Deposit**

A deposit of 200 euros will be paid by the Client to the Provider on their arrival by credit card or cheque. Payment must be made by one of the guests in the party staying in the accommodation who can prove his/her identity by means of a valid piece of identification.

This deposit will be returned to the Client on the day of departure and after complete verification (INVENTORY) of the rental accommodation. The management reserves the right to keep all or part of the deposit in the event of failure to respect hygiene and/or rented equipment.

If the Client's departure should occur outside of the reception's opening hours, the rental accommodation will be checked later and the deposit returned by post. Retention of the deposit does not preclude additional compensation in the event that the costs exceed the amount of the deposit.

## **c. During your stay**

### *i. Internal rules and Client obligations*

The internal rules are posted inside the Provider's facility. All clients must comply with the provisions of the internal rules. Additionally, each Client is personally responsible for any disturbance and nuisance caused by persons staying with or visiting them.

A rental accommodation is intended for a specific number of occupants and must not in any case be inhabited by more than this number of people. This contract cannot be transferred by the Client without prior written agreement from the Provider. Minors must be accompanied by their parents or legal guardians.

### *ii. Loss, theft or damage*

The responsibility of the Provider cannot be engaged in the event of loss, theft or damage to personal effects during a stay, whether within the accommodation, in car parks or common areas.

The Provider therefore declines all responsibility in the event of theft, fire, bad weather, etc., or in the event of an incident falling under the civil liability of the Client. The Provider also declines any responsibility concerning the assets, effects and personal objects belonging to the Client.

We advise the Client to contact his/her insurance company in order to obtain an extension of his/her personal guarantees if necessary.

### *iii. Pets*

Pets are accepted for a flat fee of 8 euros/day/pet. They must be kept under constant supervision and on a leash by their owner during the stay. Any breach of safety or hygiene caused by the animal may be penalised by the expulsion of the Client.

The vaccination booklet for dogs and cats must be up to date. Access of first category dogs to public transport, public places except the public highway and to premises open to the public is strictly forbidden. Second category dogs must be muzzled and kept on a leash by an adult.

## **ARTICLE 7. POLICE SHEETS**

Articles R814-1 to R814-3 of the Code on the Entry and Residence of Foreigners and the Right of Asylum states:

For the purposes of preventing public disturbance, criminal investigations, and research in the interest of people, hotel operators, operators of holiday villages and family holiday homes, residences and tourist villages, renters of furnished tourist and guest rooms, operators of campsites, caravanning sites and other developed sites are required to have an individual police form completed, or to have the foreigner complete and sign it upon arrival, the model of which is laid down by joint order of the Minister of the Interior, the Minister responsible for Immigration and the Minister responsible for Tourism.

Natural and legal persons renting unfurnished facilities are not subject to the requirements of this article.

In particular, the personal data collected in application of article R.814-1 includes:

1. Surname and first names;
2. Date and place of birth;
3. Nationality;
4. The usual home address of the foreigner;
5. Mobile phone number and email address from abroad;
6. The date of arrival at the facility and the expected date of departure.

Children under the age of 15 may be listed on the form of an accompanying adult.

The records made must be kept for six months and handed over to the police and gendarmerie units at their request. This transfer may take place electronic means.

## **ARTICLE 8. PROTECTION AND MANAGEMENT OF PERSONAL DATA**

### **a. Framework and information**

The Company, LE PHARE, carries out processing of personal data. This is carried out in compliance with GDPR and the French Data Protection Act (Loi Informatique et Liberté).

The personal data that is collected varies depending on how the services are used. The personal data collected or stored are directly communicated by the person concerned and/or are collected from activity on the website and the use of services.



In accordance with French law 78-17 of 6 January 1978, modified by law no. 2018-493 of 20 June 2018, it should be noted that personal data requested from the Client is required for the processing of his/her booking and for the execution of invoicing, more specifically.

This data may be communicated to any partners of the Provider responsible for this activity, for processing, management and payment of bookings.

The processing of information communicated by an intermediary of the Site complies with the legal requirements in regard to the protection of personal data, by using a computer system that ensures optimum protection of this data.

The Client has the right, in compliance with the national and European laws in place to permanent access, modification, correction, object to its portability and restriction of processing of his/her personal data.

This right may be exercised by contacting this address: [contact@lephare-iledere.com](mailto:contact@lephare-iledere.com).

Thus, personal data may be collected:

- Upon reservation of your accommodation
- Following participation in a satisfaction survey
- When making a claim
- When navigating our website

LE PHARE may in particular communicate and transfer your Personal Data to: survey institutes, marketing offices, tour operators, travel agencies, more generally, to Business Partners (under the terms of which the marketing department on which LE PHARE Company depends) as well as to any other possible subcontractor.

Subcontractors will be required to comply with the GDPR and the French Data Protection Act.

For transfers outside the Member States of the European Union, the establishment will ensure that the level of protection of the consignee is sufficient.

## **b. Purposes**

Such processing of personal data is based on the legitimate interest pursued by LE PHARE and its partners when they pursue the following purposes:

- The management of reservation requests
- The follow-up of customer files and requests
- The execution and follow-up of accommodation services and related or annexed services
- The management of the commercial relationship with the Client in order to improve, optimise and personalise the services and tools offered to the customer
- Commercial prospecting
- The management of the relationship with customers and prospects

- Customer loyalty
- Marketing (to adapt our offers to customers for example)
- The establishment of satisfaction surveys

Personal data collected must be "accurate" and kept up to date. This is why LE PHARE will rectify or erase them with each modification of which it is aware.

Such processing of personal data is also based on compliance with legal or regulatory obligations when pursuing the purposes of:

Accounting and invoicing

The prevention of money laundering and terrorist financing and the fight against corruption, Compliance with the obligation provided for in Article R814-1 of the Code on the Entry and Residence of Foreigners and the Right of Asylum, which stipulates that the establishment "is required to fill out, or have filled out and signed by the foreigner, upon arrival, an individual police form".

### **c. Storage**

Data collected is kept for the duration necessary for the operations for which it was collected and in accordance with the applicable regulations.

### **REGARDING THE INDIVIDUAL POLICE SHEET**

The individual police sheet is kept for six months and is given to police and gendarmerie units on request.

### **REGARDING DATA RELATING TO THE MANAGEMENT OF CUSTOMERS AND PROSPECTS:**

With regard to possible prospecting operations aimed at customers, their data may be kept for a period of three years from the end of the commercial relationship. Personal data relating to a prospect, who is not a customer, may be kept for a period of three years from the date of collection or from the last contact from the prospect. At the end of this three-year period, we will be able to contact you again to find out whether you wish to continue receiving commercial solicitations.

### **REGARDING IDENTITY DOCUMENTS:**

In the event of exercise of the right of access or rectification, data relating to identity documents may be kept for the period provided for in Article 9 of the Code of Criminal Procedure, i.e. one year. If the right of opposition is exercised, these data may be archived for the limitation period provided for in Article 8 of the Code of Criminal Procedure, i.e., six years.

### **REGARDING THE MANAGEMENT OF LISTS OF OBJECTIONS TO RECEIVING PROSPECTING:**

The information enabling us to take into account your right of opposition is kept for a maximum of three years from the exercise of the right of opposition.

### **ON AUDIENCE MEASUREMENT STATISTICS:**

The information stored in the users' terminal or any other element used to identify users and allowing their traceability or attendance will not be kept for more than 13 months.

#### **d. Rights of individuals with regard to their personal data**

Under the applicable legislation on the protection of personal data, you can benefit from the following rights:

- The right of access to personal data
- The right to rectify or erase such data
- The right to suppress or limit processing
- The right to object to processing
- The right to withdraw consent
- The right to object to the receipt of future marketing materials
- In certain cases, the right to portability of personal data where technically possible
- The right to determine the fate of your data after your death
- right to lodge a complaint with a supervisory authority (in France, this is the CNIL)

#### **e. Exercise of these Rights**

To exercise your rights, you may contact us with details of your first and last names and your address at this email address: [contact@lephare-iledere.com](mailto:contact@lephare-iledere.com) or by post at the following address: LE PHARE, Route du Fier, 17880 LES PORTES EN RÉ, FRANCE.

All applications must be accompanied by a copy of a signed identity document.

#### **f. Terminology given by the General Data Protection Regulations**

Personal data is defined as: "Any information relating to an identified or identifiable natural person; an "identifiable natural person" is a natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more factors specific to his physical, physiological, genetic, mental, economic, cultural or social identity;"

Processing is defined as: "Any operation or set of operations which are performed upon personal data or sets of personal data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, limitation, erasure or destruction;"

#### **ARTICLE 9. COMPLAINTS**

The Client can access a complaints procedure to make known any dissatisfaction they may have with the course of their stay.

In order to make a complaint, the Client can send their complaint by post (LE PHARE, Route du Fier, 17880 LES PORTES EN RÉ, FRANCE), by email ([contact@lephare-iledere.com](mailto:contact@lephare-iledere.com)), or through our customer satisfaction surveys given at the end of the stay.

For the duration of the stay, our reception and concierge teams are available from 8 am to 8 pm to take into consideration any complaints. Complaints may relate to the conformity of the accommodation to the reservation, the conformity of the services in relation to the Client's expectations.

The Provider undertakes to respond in detail to any written complaint that is not anonymous. If the Client expects compensation for their claim, it must be written by registered letter with acknowledgement of receipt to the village manager within one month after the stay without omitting the file number.

#### **ARTICLE 10. LIABILITY**

In accordance with legal provisions the Provider is committed to the conformity of its benefits and services to the regulations in force.

The Client expressly recognises that the Provider cannot be held responsible, as a result of communication by its partners or by any third party of false information which may be mentioned in the brochure or the Site belonging to them, and in particular the presentation photos, qualifiers, activities, leisure activities, services and dates of operation. All photos and texts used in the brochure or on the website are non-contractual. They are only indicative.

It may occur that certain activities and facilities proposed by the Provider and indicated in the description in the brochure or Site may be cancelled for reasons imposed by an administrative entity, for the application of health protection purposes, for security reasons or in the event of force majeure as defined by the French courts.

The Provider will be exempted from any responsibility in the cases where the improper or the poor performance of the contract is attributable either to the Client, or to the unforeseeable and insurmountable fact of a third party foreign to the supply of the services envisaged in the contract or to a case of absolute necessity defined in article 1218 of the Civil code.

If a private jacuzzi/pool is provided within the rental accommodation, the Provider reminds the Client that the private jacuzzi/pool is unsupervised. We strongly advise vigilance to avoid any risk of drowning. Before using the jacuzzi, the Client must ensure that they have no medical contraindications for use. Likewise, the Client must verify that they know how to operate and adjust the jacuzzi. The Client is solely responsible for the proper use of the jacuzzi/pool provided. In the event of improper use of the facilities, they are required to cover the costs of repair and/or restoration. As such, each user is responsible for their own civil liability. The Provider assumes no responsibility for accidents, theft and/or damage to personal belongings, or drowning, while using the jacuzzi/pool.

#### **ARTICLE 11. APPLICABLE LAW, DISPUTES AND COMPETENT COURT**

These General Terms and Conditions of Sale are subject to the law of France.

In accordance with the provisions of the Consumer Code concerning "the mediation process for consumer disputes", the client has the right to use the mediation service offered by the Provider free of charge.

The "consumer law" mediator thus proposed is Centre de la Médiation de la Consommation de Conciliateurs de Justice (CM2C).

This mediation facility can be reached by:  
electronically [www.cm2c.net](http://www.cm2c.net) ;  
by post: CM2C - 14, Rue Saint-Jean - 75017 PARIS, FRANCE

If unsuccessful, disputes resulting from the creation, interpretation or execution of this contract will fall under the exclusive competence of the courts where the Provider's facility is located.

**ARTICLE 12. CONSEQUENCE OF AN UNWRITTEN OR NULL CLAUSE ON THE OTHER PROVISIONS**

The cancellation or deemed unwritten of one of the articles or one of the clauses of the General Terms and Conditions shall not affect the other provisions hereof.